

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE NA		PAGE 1 OF 5 PAGES	
2. AMENDMENT/MODIFICATION NUMBER P00004		3. EFFECTIVE DATE See block 16C		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY U.S. General Services Administration FAS-ITS Office of Acquisition Operations 1800 F Street NW 4th Floor/ QT2A1F Washington DC 20405-0001		7. ADMINISTERED BY (If other than Item 6)		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) TELECOMMUNICATION SYSTEMS, INC. 275 West St Annapolis MD 21401-3400 CAGE Code: 0HAL7				(X)		9A. AMENDMENT OF SOLICITATION NUMBER	
				<input type="checkbox"/>		9B. DATED (SEE ITEM 11)	
				<input type="checkbox"/>		10A. MODIFICATION OF CONTRACT/ORDER NUMBER GS00Q17NRD4016	
				<input type="checkbox"/>		10B. DATED (SEE ITEM 13)	
CODE				FACILITY CODE		May 3, 2017	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**


CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a) (3) Bilateral Modification by Mutual Agreement Between the Parties
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE CONTINUATION SHEET

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Timothy Giroux, Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Tracey Embry, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign) tgm	15C. DATE SIGNED 08/14/2020	16B. UNITED STATES OF AMERICA TRACEY EMBRY Digitally signed by TRACEY EMBRY (Signature of Contracting Officer) Date: 2020.08.18 12:38:26 -0400	16C. DATE SIGNED August 18, 2020

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

This contract is hereby modified to incorporate revised Federal Acquisition Regulation (FAR) clause 52.204-25 *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)*. This supersedes any previous version(s) of the clause included in the contract.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

(a) *Definitions.* As used in this clause -

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means -

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means -

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled -

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any

equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing -

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the

Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.



SECTION I

SPECIAL CONTRACT REQUIREMENTS

I.1 FEDERAL ACQUISITION REGULATION 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

FEDERAL ACQUISITION REGULATION:

<https://www.acquisition.gov/far/>

GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL:

<http://www.acquisition.gov/GSAM/gsam.html>

(End of Clause)

<u>Section</u>	<u>FAR Clause No.</u>	<u>Title and Date</u>
I.1.1	52.202-1	Definitions (Nov 2013)
I.1.2	52.203-3	Gratuities (APR 1984)
I.1.3	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
I.1.4	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)
I.1.5	52.204-2	Security Requirements (AUG 1996)
I.1.6	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
I.1.7	52.204-13	System for Award Management Maintenance. (Oct 2016)
I.1.8	52.207-5	Option to Purchase Equipment (Feb 1995)
I.1.9	52.209.10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
I.1.10	52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)



I.1.11	52.217-2	Cancellation Under Multiyear Contracts (Oct 1997)
I.1.12	52.219-14	Limitations on Subcontracting (Jan 2017)
I.1.13	52.222-17	Nondisplacement of Qualified Workers (May 2014)
I.1.14	52.223-6	Drug-Free Workplace (MAY 2001)
I.1.15	52.227-19	Commercial Computer Software License (Dec 2007)
I.1.16	52.229-1	State and Local Taxes (Apr 1984)
I.1.17	52.229-3	Federal, State, and Local Taxes (Feb 2013)
I.1.18	52.232-1	Payments (APR 1984)
I.1.19	52.232-8	Discounts for Prompt Payment (FEB 2002)
I.1.20	52.232-11	Extras (APR 1984)
I.1.21	52.232-23	Assignment of Claims (May 2014)
I.1.22	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
I.1.23	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
I.1.24	52.233-1	Disputes (May 2014)
I.1.25	52.233-1, Alternate I	Disputes (May 2014), Alternate I (DEC 1991)
I.1.26	52.237-3	Continuity of Services (JAN 1991)
I.1.27	52.242-13	Bankruptcy (JUL 1995)
I.1.28	52.253-1	Computer Generated Forms (JAN 1991)

I.2 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug ~~2019~~2020)

(a) Definitions. As used in this clause -

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(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

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(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

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(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing -

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items. (a) Definitions. As used in this clause—

Covered foreign country means The People's Republic of China.

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~~(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or~~

~~(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.~~

~~Critical technology means-~~

~~(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;~~

~~(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) For reasons relating to regional stability or surreptitious listening;~~

~~(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);~~

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~~(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).~~

~~Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.~~

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~~(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.~~

~~(d) Reporting requirement.~~

~~(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.~~

~~(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:~~

~~(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.~~

~~(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts~~



~~that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.~~

~~(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.~~

(End of clause)

I.3 52.212-4 Contract Terms and Conditions—Commercial Items (Jan 2017)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is



reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign



patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or



- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
- (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the



Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.



(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.



(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I.4 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the term of the CS3 basic contract in accordance with CS3 Section F.4.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor the following:
 - (1) Any order for a single item in excess of \$30,000,000 in annual value;
 - (2) Any order for a combination of items in excess of \$30,000,000 in annual value; or
 - (3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) above.
- (c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five 5 working days after issuance, with written notice stating the Contractor's intent not to supply the



item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated in the contract. The quantities of supplies and services specified in the contract are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the contract up to and including the quantity designated in the contract as the "maximum." The Government is responsible only for the minimum dollar guarantee designated in the contract.
- (c) Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 60 months after the expiration of the CS3 basic contract.

(End of Clause)

I.7 52.216-32 Task- Order and Delivery-Order Ombudsman (Sept 2019)

- (a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract. GSA Task & Delivery Order Ombudsman: 1800 F Street NW, Washington, DC. 20405. Email: gsaombudsman@gsa.gov



(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

Alternate I (Sept 2019). As prescribed in 16.506(j), add the following paragraph (d) to the basic clause.

(d) Contracts used by multiple agencies

(1) This is contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order:

GSA TASK & Delivery Order Ombudsman: 1800 F Street NW, Washington, DC. 20405. Email: gsaombudsman@gsa.gov

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure

I.8 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the expiration of the CS3 basic contract.

(End of Clause)

I.9 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of the expiration of the contract; provided that the



Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of Clause)

I.10 52.219-13 Notice of Set-Aside of Orders (Nov 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in [19.000\(a\)\(3\)](#) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in [19.000\(a\)\(3\)](#).

(End of clause)

I.11 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (Oct 2015)

(a) Definitions. As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.12 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (Jul 2014)



(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.13 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES

I.13.1 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

(End of Clause)

I.13.2 552.204-9 Personal Identity Verification Requirements (Oct 2012)

(a) The contractor shall comply with GSA personal identity verification requirements, identified at <http://www.gsa.gov/hspd12>, if contractor employees require access to GSA controlled facilities or information systems to perform contract requirements.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

(End of clause)



I.13.3 552.204-70 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

(a) Definitions. As used in this clause- “Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. The Offeror or Contractor represents that it [] will or [X] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) Disclosures. If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer—

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and



(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of clause)

I.13.4 552.212-4 Contract Terms and Conditions -- Commercial Items ALTERNATE II (FAR DEVIATION (Nov 2009))

When a commercial item contract is contemplated and the contract will include the clause at FAR 52.212-4, insert this Alternate II instead of subparagraph (g)(2) of the FAR clause.

(g)(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

I.13.5 552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (Jun 2016)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

[The Contracting Officer should check the clauses that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity.]

(b) Clauses.

- ☒ 552.203-71 Restriction on Advertising
- ☒ 552.211-73 Marking
- ☐ 552.215-70 Examination of Records by GSA
- ☐ 552.215-71 Examination of Records by GSA (Multiple Award Schedule)
- ☐ 552.215-72 Price Adjustment—Failure to Provide Accurate Information
- ☐ 552.219-70 Allocation of Orders—Partially Set-Aside Items
- ☐ 552.228-70 Workers' Compensation Laws
- ☒ 552.229-70 Federal, State, and Local Taxes
- ☐ 552.232-8 Discounts for Prompt Payment
- ☒ 552.232-23 Assignment of Claims



- ☐ 552.232-71 Adjusting Payments
 - ☐ 552.232-72 Final Payment
 - ☐ 552.232-73 Availability of Funds
 - ☐ 552.232-78 Payment Information
 - ☒ 552.237-71 Qualifications of Employees
 - ☐ 552.238-71 Submission and Distribution of Authorized FSS Schedule Price List
 - ☐ 552.238-74 Industrial Funding Fee and Sales Reporting
 - ☐ 552.238-75 Price Reductions
 - ☐ 552.238-81 Modifications (Multiple Award Schedule)
 - ☐ 552.242-70 Status Report of Orders and Shipments
 - ☐ 552.246-73 Warranty—Multiple Award Schedule
 - ☐ 552.246-76 Warranty of Pesticides
- (End of clause)

I.13.6 552.216-76 Ordering Agency Task-Order and Delivery-Order Ombudsman (Jan2017)

(a) **Ordering Agency Task-Order and Delivery-Order Ombudsman.** The Ordering Agency shall designate a Task-Order and Delivery-Order Ombudsman to review complaints from contractors and ensure that they are afforded a fair opportunity for consideration in the award of task or delivery orders placed against GSA Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, consistent with the procedures in the contract. The contact information for the Ordering Agency Task-Order and Delivery-Order Ombudsman shall be made available to contractors.

(b) **Submission of Complaints.** When a contractor submits a complaint to the Ordering Agency's designated Task-Order and Delivery-Order Ombudsman, the contractor shall also send a copy of the complaint to the GSA Procurement Ombudsman, for informational purposes. The GSA Procurement Ombudsman is located at the General Services Administration, Office of Governmentwide Policy (OGP), Office of Acquisition Policy (MV). Contact information for the GSA Procurement Ombudsman can be found at: <http://www.gsa.gov/ombudsman>.

I.13.7 552.228-5 Government as Additional Insured (Jan 2016)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance—Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

(End of clause)



I.13.8 552.229-70 FEDERAL, STATE, AND LOCAL TAX (APR 1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

(End of clause)

I.13.9 552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

(End of Clause)

I.13.10 552.232-1 PAYMENTS (NOV 2009) (DEVIATION FAR 52.232-1)

(a) The Government shall pay the Contractor, without submission of invoices or vouchers, 30 days after the service period, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract.

(b) Unless otherwise specified in this contract, the Government will make payment on partial deliveries accepted by the Government if either:

(1) The amount due on the deliveries warrants it.

(2) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(c) When processing payment, GSA's Finance Office will automatically generate the 12 digit invoice number using the PDN assigned to the contract, followed by an abbreviated month and year of service (e.g., 84261554JUN7, for June 2007). The PDN appears on the contract award document.

(End of clause)

I.13.11 552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefore:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However,



the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

(End of Clause)

I.13.12 552.232-25 PROMPT PAYMENT (NOV 2009) (DEVIATION FAR 52.232-25)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph [\(c\)\(4\)](#) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments.

(1) The due date for making invoice payments by the designated payment office is:

(i) For orders placed electronically by the General Services Administration (GSA) Federal Acquisition Service (FAS), and to be paid by GSA through electronic funds transfer (EFT), the later of the following two events:

(A) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(B) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(ii) For all other orders, the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.



(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor.

(iii) On a final invoice, if the payment amount is subject to contract settlement actions, acceptance occurs on the effective date of the contract settlement.

(2) The General Services Administration will issue payment on the due date in paragraph (a)(1)(i) of this clause if the Contractor complies with full cycle electronic commerce. Full cycle electronic commerce includes all the following elements:

(i) The Contractor must receive and fulfill electronic data interchange (EDI) purchase orders (transaction set 850).

(ii) The Contractor must generate and submit to the Government valid EDI invoices (transaction set 810) or submit invoices through the GSA Finance Center Internet-based invoice process. Internet-based invoices must be submitted using procedures provided by GSA.

(iii) The Contractor's financial institution must receive and process, on behalf of the Contractor, EFT payments through the Automated Clearing House (ACH) system.

(iv) The EDI transaction sets in paragraphs (a)(2)(i) through (a)(2)(iii) of this clause must adhere to implementation conventions provided by GSA.

(3) If any of the conditions in paragraph (a)(2) of this clause do not occur, the 10 day payment due dates in (a)(1) become 30 day payment due dates.

(4) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are—

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of



a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(5) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. Notwithstanding paragraph (g) of the clause at FAR 52.212-4, Contract Terms and Conditions—Commercial Items, if the Contractor submits hard-copy invoices, submit only an original invoice. No copies of the invoice are required. A proper invoice must include the items listed in paragraphs (a)(5)(i) through (a)(5)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in paragraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(6) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(6)(i) through (a)(6)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.



(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(7) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in paragraph (c)(5) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.



(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(8) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in paragraph (c)(7) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(9) Additional interest penalty.

(i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with paragraph (a)(9)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor—

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(9)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)

(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall—

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that—

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)

(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except—

(1) The additional penalty shall not exceed \$5,000;



(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments.

(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of clause)

I.13.13 552.232-77 PAYMENT BY GOVERNMENT CHARGE CARD (NOV 2009)

(a) *Definitions.* "Governmentwide commercial purchase card" means a uniquely numbered charge card issued by a Contractor under the GSA SmartPay® program contract for Fleet, Travel, and Purchase Card Services to named individual Government employees or entities to pay for official Government purchases.



“Oral order” means an order placed orally either in person or by telephone.

- (b) At the option of the Government and if agreeable to the Contractor, payments of \$100,000 or less for oral or written orders may be made using the Governmentwide commercial purchase card.
- (c) The Contractor shall not process a transaction for payment using the charge card until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder’s account for items returned as defective or faulty.
- (d) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

(End of Clause)

I.13.14 552.237-71 QUALIFICATIONS OF EMPLOYEES (MAY 1989)

(a) The contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.

(b) The Contractor shall fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.

(c) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien

Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

(End of clause)

I.13.15 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999)

(a) *Deviations to FAR clauses.*

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).



(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.

(b) *Deviations to GSAR clauses.* This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.

(c) *“Substantially the same as” clauses.* Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of Clause)

I.14 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES APPLICABLE AT THE ORDER LEVEL

The following clauses apply at the Order level, as applicable:

<u>Section</u>	<u>FAR Clause No.</u>	<u>Title and Date</u>
I.14.1	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
1.14.2	52.211-11	Liquidated Damages-Supplies, Services, or Research and Development (Sept 2000)
1.14.3	52.211-15	Defense Priority and Allocation Requirement (Apr 2008)
1.14.4	52.222-19	Child Labor-Cooperation with Authorities and Remedies (Oct 2016)
1.14.5	52.222-20	Child Labor-Cooperation with Authorities and Remedies (May 2014)
I.14.6	52.222-41	Service Contract Labor Standards (May 2014)
I.14.7	52.222-55	Minimum Wages Under Executive Order 13658 (Dec 2015)
I.14.8	52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)
I.14.9	52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997)
I.14.10	52.223-3 (Alternate I)	Hazardous Material Identification and Material Safety Data (JAN 1997), Alternate I (July 1995)



I. 14.11	52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)
I.14.12	52.223-10	Waste Reduction Program (MAY 2011)
I.14.13	52.223-14	Minimum Wages Under Executive Order 13658 (Jun 2014)
I.14.14	52.223-14 (Alternate I)	Minimum Wages Under Executive Order 13658 (Jun 2014), Alternate I (Jun 2014)
I.14.15	52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)
I.14.16	52.223-16	Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015)
I.14.17	52.223-16, Alternate I	Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014), Alternate I (Jun 2014)
I.14.18	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)
I.14.19	52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014)
I.14.20	52.225-3 (Alternate I)	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014), Alternate I (May 2014)
I.14.21	52.225-3 (Alternate II)	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014), Alternate II (May 2014)
I.14.22	52.225-3 (Alternate III)	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014), Alternate III (May 2014)
I.14.23	52.225-5	Trade Agreements (Oct 2016)
I.14.24	52.227-1	Authorization and Consent (Dec 2007)
I.14.25	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
I.14.26	52.227-3	Patent Indemnity (Apr 1984)
I.14.27	52.227-14	Rights in Data-General (May 2014)
I.14.28	52.227-14 (Alternate I)	Rights in Data-General (May 2014), Alternate I (Dec 2007)
I.14.29	52.227-14 (Alternate II)	Rights in Data-General (May 2014), Alternate II (Dec 2007)
I.14.30	52.228-5	Insurance-Work on a Government Installation (Jan 1997)
I.14.31	52.229-6	Taxes-Foreign Fixed-Price Contracts (Feb 2013)
I.14.32	52.232-16	Progress Payments (Apr 2012)



I.14.33	52.232-16, Alternate I	Progress Payments (Apr 2012), Alternate I (Mar 2000)
I.14.34	52.232-16, Alternate III	Progress Payments (Apr 2012), Alternate III (Apr 2003)
I.14.35	52.232-17	Interest (May 2014)
I.14.36	52.232-18	Availability of Funds (Apr 1984)
I.14.37	52.232-36	Payment by Third Party (May 2014)
I.14.38	52.232-37	Multiple Payment Arrangements (May 1999)
I.14.39	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
I.13.40	52.243-7	Notification of Changes (Jan 2017)
I.14.41	52.245-1	Government Property (Jan 2017)
I.14.42	52.245-1 (Alternate I)	Government Property (Jan 2017), Alternate I (Apr 2012)
I.14.43	52.245-9	Use and Charges (Apr 2012)
I.14.44	52.247-1	Commercial Bill of Lading Notations (Feb 2006)
I.14.45	52.247-64	Commercial Bill of Lading Notations (Feb 2006)
I.14.46	52.247-64 (Alternate I)	Commercial Bill of Lading Notations (Feb 2006), Alternate I (Apr 2003)
I.14.47	52.247-64 (Alternate II)	Commercial Bill of Lading Notations (Feb 2006), Alternate II (Feb 2006)
I.14.48	52.247-68	Report of Shipment (REPSHIP) (Feb 2006)
I.14.49	52.251-1	Government Supply Sources (Apr 2012)

I.14.50 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C. 5341](#) or [5332](#).

This Statement is for Information Only:

Employee Class Monetary Wage—Fringe Benefits



(End of Clause)

I.14.51 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond _____. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.14.52 52.245-2 Government Property Installation Operation Services (Apr 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:



(End of clause)

(END OF SECTION I)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE NA		PAGE 1 OF 2 PAGES		
2. AMENDMENT/MODIFICATION NUMBER P00003		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY U.S. General Services Administration FAS-ITS Office of Acquisition Operations 1800 F Street NW; 4th Floor/QT2A1AA Washington DC 20405-0001 (ATTN: Tracey Embry)		CODE QT2A1AA		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) TELECOMMUNICATION SYSTEMS, INC. 275 West St Annapolis MD 21401-3400 CAGE Code: 0HAL7				9A. AMENDMENT OF SOLICITATION NUMBER			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NUMBER GS00Q17NRD4016			
				10B. DATED (SEE ITEM 13) 05/03/2017			
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

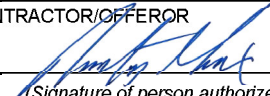
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority): Bilateral modification FAR 43.103 (a) (3) Bilateral Modification by Mutual Agreement Between the Parties per FAR 4.2004, 4.2105(b)
<input type="checkbox"/>	

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE CONTINUATION PAGES

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Timothy Giroux, Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Tracey Embry, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign) <i>tlm</i>	15C. DATE SIGNED 07/30/2020	16B. UNITED STATES OF AMERICA TRACEY EMBRY Digitally signed by TRACEY EMBRY Date: 2020.07.30 20:47:54 -04'00' (Signature of Contracting Officer)	16C. DATE SIGNED 07/30/2020

Previous edition unusable

- A. The purpose of this modification is to incorporate the following:
1. To add GSAR 516.505 Task-Order and Delivery-Order Ombudsman, 516.506 Solicitation provisions and contract clauses (incorporated by reference) and 552.216-76 Ordering Agency Task-Order and Delivery-Order Ombudsman in Section I.
 2. To add FAR clause 52.216-32 Task- Order and Delivery-Order Ombudsman (Sept 2019) and Alternate I (Sept 2019) in Section I.
 3. To remove Section G.2.5 Ombudsman that is being replaced by GSAR 516.505, 552.216.76 and FAR clause 52.216-32 and Alternate I.
 4. To add GSA Task-Order and Delivery Order Ombudsman guidance to the CS3 Customer Ordering Guide.
- B. Section G, Section I and the CS3 Customer Ordering Guide are hereby deleted and replaced in their entirety with the attached Section I and CS3 Customer Ordering Guide.
- C. Except as provided herein, all prices, terms and conditions of the document referenced in Item 10A remain unchanged and in full force and effect.



SECTION G

CONTRACT ADMINISTRATION

G.1 AUTHORIZED USERS

Only authorized users may place orders under the Basic Contract. In order to qualify as an authorized user, a duly warranted Contracting Officer (as that term is defined in FAR Subpart 2.1) in good standing must have an appropriate signed delegation of procurement authority (DPA) from GSA. For purposes of this Basic Contract, these authorized users are identified as Ordering Contracting Officers (OCOs).

This Basic Contract is for use by all Federal agencies, and others as listed in General Services Administration (GSA) Order ADM 4800.2H, ELIGIBILITY TO USE GSA SOURCES OF SUPPLY AND SERVICES, June 2013, as modified from time to time.

G.2 ROLES AND RESPONSIBILITIES

This section describes the roles and responsibilities of Government personnel after Basic Contract award. The Government may modify the roles and responsibilities at any time during the period of performance of the Basic Contract.

G.2.1 GSA Program Manager (PM)

The Government has appointed a Program Manager (PM), who shall perform various programmatic functions for the overall success of the Future COMSATCOM Services Acquisition (FCSA) program, including Complex Commercial SATCOM Solutions (CS3). The PM has no actual, apparent or implied authority to bind the Government for any acts or omissions.

G.2.2 Procuring Contracting Officer (PCO)

The GSA PCO is the sole and exclusive Government Official with actual authority to award the Basic Contract. After award of the Basic Contract, the GSA PCO may delegate any or all of the contract administration functions described in FAR 42.302 and may appoint an Administrative Contracting Officer (ACO) to perform administration functions described in FAR 42.302.

G.2.3 Ordering Contracting Officer (OCO)

As described in Section G.1, only an authorized user, who is a delegated OCO, may place and administer an Order under the Basic Contract. A Statement of Work (SOW) or Performance Work Statement (PWS) must be submitted to the GSA PCO and GSA PM for a scope review according to Section G.3.2.



The OCO for each Order is the sole and exclusive Government Official with actual authority to take actions which may bind the Government for that Order. Contractors shall ensure that an OCO has the required DPA. Contractors that accept orders from a Government representative who does not have the authorized DPA do so at their own risk. To ensure the required delegation, Contractors may request a copy of the OCO delegation prior to award of an Order if the Contractor does not have a copy of the OCO delegation.

G.2.4 Contracting Officer's Representative (COR)

The PCO will designate a COR at the basic contract level to monitor the basic contract-level deliverables. At the Task Order level, the OCO may designate a COR to provide assistance to the OCO.

The specific rights and responsibilities of the CORs shall be described in writing, which upon request shall be provided to the Contractor. A COR has no actual, apparent or implied authority to bind the Government.

~~G.2.5 Ombudsman~~

~~Pursuant to FAR 16.505 (a)(10)(i) no protest is authorized in connection with the issuance or proposed issuance of an order under a task order contract or delivery order contract, except for (A) a protest on the grounds that the order increases the scope, period of performance, or maximum value of the contract; or (B) a protest of an order valued in excess of \$10 million.~~

~~GSA has appointed an Ombudsman to review complaints from Contractors and ensure they are afforded a fair opportunity to be considered. The Ombudsman is a senior GSA official who is independent of the GSA PCO or OCO.~~

G.3 ORDERING PROCEDURES

G.3.1 Ordering procedures must comply with the following:

G.3.1.1 FAR 16.505;

G.3.1.2 Orders are not exempt from the development of acquisition plans (see FAR Subpart 7.1), and an information technology acquisition strategy (see FAR Part 39);

G.3.1.3 The OCO shall include the evaluation procedures in Task Order Requests (TORs) and establish the time frame for responding to TORs, giving Offerors a reasonable proposal preparation time while taking into account the unique requirements and circumstances of the effort;



- G.3.1.4** Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the Basic Contract;
- G.3.1.5** All costs associated with the preparation, presentation, and discussion of the Offeror's proposal in response to a TOR will be at the Offeror's sole and exclusive expense; and
- G.3.1.6** All orders placed under the Basic Contract are subject to the terms and conditions of the Basic Contract at time of order award. In the event of any conflict between the Order and the Basic Contract, the Basic Contract will take precedence.
- G.3.1.7** Orders placed by OCOs may include required Agency provisions/clauses.
- G.3.1.8** Orders may be issued by any electronic commerce methods deemed acceptable by the Ordering Activity.

G.3.2 Statement of Work/Performance Work Statement

Per FAR 37.102(e), to the maximum extent practicable, the Ordering Activity shall describe the need to be filled using performance-based acquisition methods. A written SOW or PWS will always be used. The OCO will provide the SOW/PWS to the GSA PCO and GSA PM. The GSA PCO will provide a scope determination to the OCO.

Any changes to the SOW/PWS or expansion of the original requirement will require an additional scope review by the GSA PCO.

Scope reviews can be conducted by GSA and completed in parallel with the OCO's Task Order acquisition activities. In Task Orders requiring immediate delivery of service for an urgent requirement, the GSA scope review may be completed after the Task Order is awarded.

G.3.3 Fair Opportunity

OCO's must follow the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2). Use of the GSA eBuy system by the OCO will ensure that all Basic contract holders are notified of each Task Order request. Information and instruction on the use of the eBuy system is furnished at www.gsa.gov/ebuy

G.3.4 Order Evaluation

FAR Subpart 15.3 does not apply to the ordering process. Formal evaluation plans or scoring of quotes or offers are not required; however, the OCO must consider price



under each Order as one of the factors in the selection decision pursuant to FAR 16.505(b)(1)(ii)(E).

G.3.5 Subcontractors

The Government has not pre-approved any Subcontractors in making awards for the Basic Contract. If a Contractor proposes a Subcontractor for work performed under an Order, the Contractor must comply with FAR 52.244-6 and/or FAR 52.244-2, and FAR Part 44. The Government reserves the right to determine the responsibility of prospective major Subcontractors.

G.4 BILLING AND INVOICING

The Contractor shall submit invoices directly to the address designated by the OCO on the Task Order.

G.4.1 System for Award Management (SAM)

Contractors shall register in the System for Award Management (SAM), which is a central database of data in support of Agency missions, prior to being awarded a contract (FAR 52.204-7). Registration requires that the Contractor be issued a Data Universal Numbering System (DUNS) number. Contractors may obtain information on registration at <https://www.acquisition.gov>. Contractors may obtain a DUNS number via the Internet at <http://fedgov.dnb.com/webform>.

G.4.2 GSA Management Fee

The GSA Management Fee for the CS3 contracts is two percent (2%). This fee shall be included in all prices. The Contractor shall not invoice for the GSA Management Fee as a separate line item.

The Contractor shall make Electronic Funds Transfer (EFT) arrangements for payment of the GSA Management Fee. The Contractor shall forward fees collected to the GSA Finance Office by EFT within 30 calendar days of the close of each calendar month for which the fees apply. Failure to pay the fee within 60 calendar days may result in termination of this contract.

G.5 REPORTING REQUIREMENTS

The Monthly Business Volume (Sales) Report and Monthly Revenue Report identified in this section shall be remitted to GSA via the GSA SATCOM Report Portal. Information on how to access the portal will be provided to the Contractors by GSA after contract award.



G.5.1 Monthly Business Volume (Sales) Report

The Contractor shall provide Monthly Business Volume (Sales) Reports using the format specified in Section J, Attachment J-5, in Microsoft Excel 2007 format. The Report shall be remitted to GSA via the GSA SATCOM Report Portal.

Business Volume is calculated as the total amount of a Task Order received by the Contractor that period. The reporting period shall be for the beginning through the end of the previous month and reports are due by the 15th calendar day of each month. If there are no orders received during the reporting period, the report is still required and shall state "no ordering activity" for that period.

The Monthly Business Volume (Sales) Report consists of two worksheets:

- Sales Data Worksheet
- Line Item Data Worksheet

G.5.1.1 Sales Data Worksheet – The Sales Data Worksheet shall contain the following information:

G.5.1.1.1 Title – "CS3 Monthly Business Volume (Sales) Report"

G.5.1.1.2 Reporting Period – The monthly reporting period in which orders were received, from the beginning through the last day of the month.

For each Task Order:

G.5.1.1.3 Contractor Name – Company name

G.5.1.1.4 Contract Number – GSA CS3 Contract Number

G.5.1.1.5 Agency Name – Name of the Agency that will receive the products and/or services.

G.5.1.1.6 Ordering Activity – Name of the contracting organization that issued the Task Order.

G.5.1.1.7 Contracting Officer Name – First and Last name of the Contracting Officer that issued the order.

G.5.1.1.8 Contracting Officer Phone Number – Phone number of the Contracting Officer that issued the order. Format (xxx) xxx-xxxx.



G.5.1.1.9 Contracting Officer Email – Email address of the Contracting Officer that issued the order.

G.5.1.1.10 Order Number – The order number assigned by the Ordering Activity.

G.5.1.1.11 Modification Number – The modification number assigned by the Ordering Activity.

G.5.1.1.12 Date of Order – The date the order or modification is signed by the Contracting Officer.

G.5.1.1.13 Description of Requirement – A brief description of the equipment and/or services. Please include applicable narrative such as MSS, FSS, leased service, modification, in support of, etc., to provide further clarification.

G.5.1.1.14 Period of Performance Start Date – The actual date the service is scheduled to begin. This should be identified within the Task Order. Do not report option periods unless exercised by the Ordering Activity.

G.5.1.1.15 Period of Performance End Date – The actual date the service is scheduled to end. This should be identified within the Task Order. Do not report option periods unless exercised by the Ordering Activity.

G.5.1.1.16 Total Order Value – Total dollar amount awarded/obligated on the Task Order, not including options.

G.5.1.1.17 Total Sales this Month – Cumulative total value of Task Orders for this month.

G.5.1.1.18 Cumulative Sales to Date – Cumulative total of all Task Orders, and associated modifications, since contract award.

G.5.1.2 Line Item Data Worksheet

For each Task Order, provide information for each line item purchased on the order.

G.5.1.2.1 Order Number – The order number assigned by the Ordering Activity.



- G.5.1.2.2 Modification Number** – The modification number assigned by the Ordering Activity.
- G.5.1.2.3 Date of Order** – The date the order or modification is signed by the Contracting Officer.
- G.5.1.2.4 Line Item Number** - Contract Line Item Number of the product of service purchased.
- G.5.1.2.5 Line Item Category** - Classification of the line item into one of either "Bandwidth", "Equipment", "Teleport", "Terrestrial", "HNA", "Labor", or "Other".
- G.5.1.2.6 CLIN Period of Performance Start Date** – The actual date the service is scheduled to begin for the line item. This could be different than the overall period of performance for the Task Order.
- G.5.1.2.7 CLIN Period of Performance End Date** – The actual date the service is scheduled to end for the line item. This could be different than the overall period of performance for the Task Order
- G.5.1.2.8 Line Item Description** - Provide product or service description for each line item purchased. Please include Contract Line Item Number description shown on award document.
- G.5.1.2.9 Quantity Sold** – The quantity of the item sold.
- G.5.1.2.10 Unit** – Identify unit measure (e.g., each, lot, minute, day, month, quarter, annual, etc.)
- G.5.1.2.11 Unit Price** – Cost per unit
- G.5.1.2.12 Extended Price** – Unit Price multiplied by Quantity Sold
- G.5.1.2.13 Frequency Band** – The portion of the electromagnetic spectrum within a specified upper- and lower-frequency limit (e.g., C-, Ka-, K-, Ku-, X-band).
- G.5.1.2.14 Bandwidth Capacity** – The information carrying ability of the bandwidth purchased by the Ordering Activity measured in MHz (e.g. 36).
- G.5.1.2.15 Data Rate** – The rate at which a channel carries data, measured in Kbps (e.g., 256). Sometimes described in terms of Committed Information Rate (CIR) and Burst Information Rate (BIR).



G.5.1.2.16 Regional Coverage – The geographic area serviced by satellite beam.

G.5.1.2.17 Satellite Name or Number – The satellite name/number providing the service.

Use the following file naming conventions for Monthly Business Volume (Sales) Reports (MBVSR) uploaded to the Portal:

- Vendor Name, Contract Type, MBVSR, Month, Year

Examples:

SATCOM 101 Inc – CS3 MBVSR – 12-2017

SATCOM 101 Inc – CS3 MBVSR – Dec 2017

The Contractor shall also post copies of each Task Order received during the reporting period to the GSA SATCOM Report Portal on the 15th calendar day of each month.

G.5.2 Monthly Revenue Report

The Contractor shall provide a Monthly Revenue Report (MRR) using the format specified in Section J, Attachment J-6, in Microsoft Excel 2007 format on the 15th calendar day of each month. The Report shall be remitted to GSA via the GSA SATCOM Report Portal.

The report shall provide details for the GSA Management Fee (G.4.2) relating back to individual Task Orders that have been invoiced by the Contractor and paid by the Ordering Agency.

G.5.2.1 The monthly revenue report shall contain, at a minimum, the following information:

G.5.2.1.1 Title – “CS3 Monthly Revenue Report”

G.5.2.1.2 Reporting Period – The monthly reporting period in which invoices were received. Usually from 1st day of the month through the last day of the month.

For each invoice payment:

G.5.2.1.3 Contractor Name – Company name

G.5.2.1.4 Contract Number – GSA CS3 Contract Number



G.5.2.1.5 Task Order Number – The order number assigned by the Ordering Activity.

G.5.2.1.6 Date Payment Received – Date the payment is received by the Contractor from the Ordering Agency. This may be in the form of a check or electronic funds transfer.

G.5.2.1.7 Invoice Number – Tracking number of the invoice

G.5.2.1.8 Agency Name – Name of the Agency that received the products or services.

G.5.2.1.9 Amount Received from Agency – Total dollar amount received in payment by the Contractor, from the Agency receiving the products or services.

G.5.2.1.10 GSA Management Fee Due (2%) – This fee is 2% of the total payment amount received from the Agency for a specific order.

G.5.2.1.11 Previous Monthly Balance – Amount management fees the Contractor owes GSA from the previous month

G.5.2.1.12 Current Monthly Amount Remitted to GSA – GSA Management fee amount that the Contractor submitted to GSA for the current month's reporting period.

G.5.2.1.13 Remaining Balance/Carryover to Next Month – This is the total amount of GSA Management fee due for the current month plus the previous month's balance minus the amount submitted to GSA for the current month.

G.5.2.1.14 EFT Number – Transaction identification number of Electronic Funds Transfer (EFT). If more than one EFT payment is submitted for the reporting period, the Contractor shall identify all EFT Numbers and Amounts for the reporting period. The total EFT Amount(s) shall total the "Current Monthly Amount Remitted to GSA" identified on the report.

G.5.2.1.15 EFT Date – Enter the date of the EFT payment

G.5.2.1.16 EFT Amount – Enter the amount of the EFT payment

Use the following file naming conventions for Monthly Revenue Reports uploaded to the Portal:

- Vendor Name, Contract Type, MRR, Month, Year



Examples:

SATCOM 101 Inc – CS3 MRR – 11-2017
SATCOM 101 Inc – CS3 MRR – Nov 2017

G.5.3 Annual Program Review Report

The Contractor shall provide an annual program report covering the topics specified below to the GSA PCO and GSA PM via e-mail. The report shall be submitted no later than 3 business days prior to the scheduled annual program review. See Section G.6.

G.5.3.1 The Annual Program Review Report shall cover the following topics:

G.5.3.1.1 Task Order Performance

G.5.3.1.1.1 Identify all Task Orders in progress and completed in the past year.

G.5.3.1.1.2 Identify the quality of performance for each Task Order and identify any issues and resolution actions/plan.

G.5.3.1.2 Contract status, projected business volume forecast, upcoming opportunities, marketing, conferences, and any other outstanding issues.

G.5.3.1.3 Additional Topics as identified by the GSA PCO.

G.5.4 Subcontracting Reports *[REQUIRED FOR OTHER THAN SMALL BUSINESS CONCERNS ONLY]*

CS3 Contractors that are other than small business concerns shall submit a small business subcontracting plan as well as submit periodic reports which show compliance with the subcontracting plan. Contractors added to the pool of other than small businesses through the Open Season procedures shall adhere to the requirements of this section (see Section H.16).

The preferred type of small business subcontracting plan for CS3 is the Commercial Plan. However, a Contractor may choose to submit any type of Subcontracting Plan, including a DoD Comprehensive Subcontracting Plan if already approved by the Defense Contract Management Agency (DCMA). The Commercial Plan relates to the Contractor's planned subcontracting generally, for both commercial and government business, rather than solely to the government contract. The Commercial Plan covers the Contractor's fiscal year and applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line.) This type of Plan does not require submission of the Individual Subcontracting Report (ISR); this Plan requires submission of the Summary Subcontracting Report



(SSR). Per FAR 19.704(d) and clause 52.219-9(g), the Commercial Plan is the preferred type of Plan for contractors furnishing commercial items. The ISR and SSR shall be submitted electronically via the Electronic Subcontract Reporting System (eSRS) at www.esrs.gov

Reports are required when due regardless of whether there has been any subcontracting activity since the inception of the contract or since the previous report. See FAR 52.219-9 Small Business Subcontracting Plan.

G.6 PROGRAM REVIEWS

The Contractor shall attend an annual program review with the GSA Program Office. These reviews may be held at the GSA or Contractor facility. Agenda items may include, but are not limited to: Task Order and Service Level Agreement performance against Task Order metrics, contract status, projected business volume forecast, upcoming opportunities, marketing, conferences, and any other outstanding issues. Program Reviews will be conducted at no additional cost to the Government.

G.7 INSURANCE

The insurance coverage specified in FAR Subpart 28.3, Insurance, is the minimum insurance requirement for CS3.

The OCO may require additional insurance coverage or higher limits specific to a task order awarded under CS3. If the task order does not specify any insurance coverage amounts, the minimum insurance requirements in FAR Subpart 28.3 shall apply to the task order. OCOs must tailor insurance coverage clauses, provisions, and other applicable terms and conditions specific to each task order's contract type, solicitation, and award.

The Contractor must maintain the minimum insurance coverage for the entire term of CS3. The Contractor shall notify the CS3 PCO and designated OCO for affected task orders, in writing, if there are any changes in the status of their insurance coverage and provide the reasons for the change and copies of the ACORD® Certificate of Liability Insurance form, as applicable.

G.8 CONTRACT MANAGEMENT OF PAST PERFORMANCE AFTER AWARD

The Government will evaluate Contractor performance in accordance with the criteria under FAR Subpart 42.15.

Contractors will be required to register in the appropriate past performance assessment systems to review and respond to their surveys as prescribed by the OCO at the Order level.



G.9 MARKETING

The Contractor is responsible for ongoing sales and marketing during the life of this contract, which may include developing company specific brochures for distribution at trade shows, conferences, seminars, etc. All marketing and promotional materials, including information on the Contractor webpage, shall be submitted to the GSA Program Office and approved by GSA prior to distribution. Marketing materials may be co-branded with marks owned or licensed by the Contractor and GSA, as long as they comply with GSAM 552.203-71, Restriction on Advertising.

G.10 EQUIPMENT REMOVAL

All Contractor-owned equipment, accessories, and devices located on Government property shall be dismantled and removed from Government premises by the Contractor, at the Contractor's expense, within 90 calendar days after the service termination date. All dismantling and removal of equipment shall be performed by the Contractor during normal Government business hours at the location. Advance notice must be provided to the local OCO assigned contact to ensure that such dismantling and removal occurs with a minimum of disruption. Exceptions to this requirement shall be mutually agreed upon and written notice issued by the OCO.

G.11 CONTRACT CLOSEOUT

G.11.1 Contract closeout shall be accomplished within the guidelines set forth in:

G.11.1.1 FAR Part 4.8 Government Contract Files.

G.11.1.2 FAR Part 42 Contract Administration and Audit Services.

G.11.1.3 GSAM Subpart 504.8 Government Contract Files.

G.11.2 The Contractor agrees to cooperate with the OCO to close out task orders after expiration, cancellation, or termination.

G.12 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES

G.12.1 552.216-74 Task-Order and Delivery-Order Ombudsman (Jan 2017)

(a) GSA has designated a Task-Order and Delivery-Order Ombudsman who will review complaints from contractors and ensure that they are afforded a fair opportunity for



consideration in the award of task or delivery orders under Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, consisten with the procedures in the contract. Written complaints shall be submitted to the Ombudsman, with a copy to the Contracting Officer.

(b) In the case that the contractor is not satisfied with the resolution of the complaint by the GSA Task-Order and Delivery-Order Ombudsman, the contractor may follow the procedures outlined in subpart 33.1.

(c) The GSA Task-Order and Delivery-Order Ombudsman is located at the General Services Administration (GSA), Office of Government-wide Policy (OGP), Office of Acquisition Policy (MV). Contact information for the GSA Task-Order and Delivery-Order Ombudsman can be found at: <http://www.gsa.gov/ombudsman>.

(End of clause)

G.12.2 552.228-5 Government As Additional Insured (Jan 2016)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance—Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

(End of clause)

(END OF SECTION G)



I.1.1.1.1 **SECTION I**

SPECIAL CONTRACT REQUIREMENTS

**I.1 FEDERAL ACQUISITION REGULATION 52.252-2 CLAUSES
INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

FEDERAL ACQUISITION REGULATION:

<https://www.acquisition.gov/far/>

GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL:

<http://www.acquisition.gov/GSAM/gsam.html>

(End of Clause)

<u>Section</u>	<u>FAR Clause No.</u>	<u>Title and Date</u>
I.1.1	52.202-1	Definitions (Nov 2013)
I.1.2	52.203-3	Gratuities (APR 1984)
I.1.3	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
I.1.4	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)
I.1.5	52.204-2	Security Requirements (AUG 1996)
I.1.6	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
I.1.7	52.204-13	System for Award Management Maintenance. (Oct 2016)
I.1.8	52.207-5	Option to Purchase Equipment (Feb 1995)
I.1.9	52.209.10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
I.1.10	52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
I.1.11	52.217-2	Cancellation Under Multiyear Contracts (Oct 1997)



I.1.12	52.219-14	Limitations on Subcontracting (Jan 2017)
I.1.13	52.222-17	Nondisplacement of Qualified Workers (May 2014)
I.1.14	52.223-6	Drug-Free Workplace (MAY 2001)
I.1.15	52.227-19	Commercial Computer Software License (Dec 2007)
I.1.16	52.229-1	State and Local Taxes (Apr 1984)
I.1.17	52.229-3	Federal, State, and Local Taxes (Feb 2013)
I.1.18	52.232-1	Payments (APR 1984)
I.1.19	52.232-8	Discounts for Prompt Payment (FEB 2002)
I.1.20	52.232-11	Extras (APR 1984)
I.1.21	52.232-23	Assignment of Claims (May 2014)
I.1.22	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
I.1.23	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
I.1.24	52.233-1	Disputes (May 2014)
I.1.25	52.233-1, Alternate I	Disputes (May 2014), Alternate I (DEC 1991)
I.1.26	52.237-3	Continuity of Services (JAN 1991)
I.1.27	52.242-13	Bankruptcy (JUL 1995)
I.1.28	52.253-1	Computer Generated Forms (JAN 1991)

i.2 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

(a) Definitions. As used in this clause—

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);



(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled— (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a



substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts



that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

I.3 52.212-4 Contract Terms and Conditions—Commercial Items (Jan 2017)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is



reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign



patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or



- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the



Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete.

Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.



(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.



(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I.4 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the term of the CS3 basic contract in accordance with CS3 Section F.4.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor the following:
 - (1) Any order for a single item in excess of \$30,000,000 in annual value;
 - (2) Any order for a combination of items in excess of \$30,000,000 in annual value; or
 - (3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) above.
- (c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five 5 working days after issuance, with written notice stating the Contractor's intent not to supply the



item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated in the contract. The quantities of supplies and services specified in the contract are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the contract up to and including the quantity designated in the contract as the "maximum." The Government is responsible only for the minimum dollar guarantee designated in the contract.
- (c) Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 60 months after the expiration of the CS3 basic contract.

(End of Clause)

I.7 52.216-32 Task- Order and Delivery-Order Ombudsman (Sept 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract. GSA Task & Delivery Order Ombudsman: 1800 F Street NW, Washington, DC. 20405. Email: gsaombudsman@gsa.gov

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

Alternate I (Sept 2019). As prescribed in 16.506(j), add the following paragraph (d) to the basic clause.

(d) Contracts used by multiple agencies

(1) This is contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order:

GSA TASK & Delivery Order Ombudsman: 1800 F Street NW, Washington, DC. 20405. Email: gsaombudsman@gsa.gov

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure

I.8 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the expiration of the CS3 basic contract.

(End of Clause)

I.98 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of the expiration of the contract; provided that the



Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of Clause)

I.109 52.219-13 Notice of Set-Aside of Orders (Nov 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in [19.000\(a\)\(3\)](#) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in [19.000\(a\)\(3\)](#).

(End of clause)

I.110 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (Oct 2015)

(a) Definitions. As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.121 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (Jul 2014)



(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.132 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES

I.132.1 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

(End of Clause)

I.132.2 552.204-9 Personal Identity Verification Requirements (Oct 2012)

(a) The contractor shall comply with GSA personal identity verification requirements, identified at <http://www.gsa.gov/hspd12>, if contractor employees require access to GSA controlled facilities or information systems to perform contract requirements.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

(End of clause)



I.1~~32~~.3 552.204-70 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

(a) Definitions. As used in this clause- “Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. The Offeror or Contractor represents that it [] will or [X] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) Disclosures. If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer—

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and



(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of clause)

I.1~~32~~.4 552.212-4 Contract Terms and Conditions -- Commercial Items ALTERNATE II (FAR DEVIATION (Nov 2009))

When a commercial item contract is contemplated and the contract will include the clause at FAR 52.212-4, insert this Alternate II instead of subparagraph (g)(2) of the FAR clause.

(g)(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

I.1~~32~~.5 552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (Jun 2016)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

[The Contracting Officer should check the clauses that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity.]

(b) Clauses.

 X 552.203-71 Restriction on Advertising

 X 552.211-73 Marking

 552.215-70 Examination of Records by GSA

 552.215-71 Examination of Records by GSA (Multiple Award Schedule)

 552.215-72 Price Adjustment—Failure to Provide Accurate Information

 552.219-70 Allocation of Orders—Partially Set-Aside Items

 552.228-70 Workers' Compensation Laws

 X 552.229-70 Federal, State, and Local Taxes

 552.232-8 Discounts for Prompt Payment



- ☒ 552.232-23 Assignment of Claims
 - ☐ 552.232-71 Adjusting Payments
 - ☐ 552.232-72 Final Payment
 - ☐ 552.232-73 Availability of Funds
 - ☐ 552.232-78 Payment Information
 - ☒ 552.237-71 Qualifications of Employees
 - ☐ 552.238-71 Submission and Distribution of Authorized FSS Schedule Price List
 - ☐ 552.238-74 Industrial Funding Fee and Sales Reporting
 - ☐ 552.238-75 Price Reductions
 - ☐ 552.238-81 Modifications (Multiple Award Schedule)
 - ☐ 552.242-70 Status Report of Orders and Shipments
 - ☐ 552.246-73 Warranty—Multiple Award Schedule
 - ☐ 552.246-76 Warranty of Pesticides
- (End of clause)

I.132.6 552.216-76 Ordering Agency Task-Order and Delivery-Order Ombudsman (Jan2017)

(a) Ordering Agency Task-Order and Delivery-Order Ombudsman. The Ordering Agency shall designate a Task-Order and Delivery-Order Ombudsman to review complaints from contractors and ensure that they are afforded a fair opportunity for consideration in the award of task or delivery orders placed against GSA Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, consistent with the procedures in the contract. The contact information for the Ordering Agency Task-Order and Delivery-Order Ombudsman shall be made available to contractors.

(b) Submission of Complaints. When a contractor submits a complaint to the Ordering Agency's designated Task-Order and Delivery-Order Ombudsman, the contractor shall also send a copy of the complaint to the GSA Procurement Ombudsman, for informational purposes. The GSA Procurement Ombudsman is located at the General Services Administration, Office of Governmentwide Policy (OGP), Office of Acquisition Policy (MV). Contact information for the GSA Procurement Ombudsman can be found at: <http://www.gsa.gov/ombudsman>.

I.13.7 552.228-5 Government as Additional Insured (Jan 2016)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance—Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The



insurance carrier is required to waive all subrogation rights against any of the named insured.

(End of clause)

I.132.87 552.229-70 FEDERAL, STATE, AND LOCAL TAX (APR 1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

(End of clause)

I.132.98 552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

(End of Clause)

I.132.109 552.232-1 PAYMENTS (NOV 2009) (DEVIATION FAR 52.232-1)

(a) The Government shall pay the Contractor, without submission of invoices or vouchers, 30 days after the service period, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract.

(b) Unless otherwise specified in this contract, the Government will make payment on partial deliveries accepted by the Government if either:

(1) The amount due on the deliveries warrants it.

(2) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(c) When processing payment, GSA's Finance Office will automatically generate the 12 digit invoice number using the PDN assigned to the contract, followed by an abbreviated month and year of service (e.g., 84261554JUN7, for June 2007). The PDN appears on the contract award document.

(End of clause)

I.132.110 552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)



Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefore:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

(End of Clause)

I.132.12 4

**552.232-25 PROMPT PAYMENT (NOV 2009)
(DEVIATION FAR 52.232-25)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (c)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments.

(1) The due date for making invoice payments by the designated payment office is:

(i) For orders placed electronically by the General Services Administration (GSA) Federal Acquisition Service (FAS), and to be paid by GSA through electronic funds transfer (EFT), the later of the following two events:

(A) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(B) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.



(ii) For all other orders, the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor.

(iii) On a final invoice, if the payment amount is subject to contract settlement actions, acceptance occurs on the effective date of the contract settlement.

(2) The General Services Administration will issue payment on the due date in paragraph (a)(1)(i) of this clause if the Contractor complies with full cycle electronic commerce. Full cycle electronic commerce includes all the following elements:

(i) The Contractor must receive and fulfill electronic data interchange (EDI) purchase orders (transaction set 850).

(ii) The Contractor must generate and submit to the Government valid EDI invoices (transaction set 810) or submit invoices through the GSA Finance Center Internet-based invoice process. Internet-based invoices must be submitted using procedures provided by GSA.

(iii) The Contractor's financial institution must receive and process, on behalf of the Contractor, EFT payments through the Automated Clearing House (ACH) system.

(iv) The EDI transaction sets in paragraphs (a)(2)(i) through (a)(2)(iii) of this clause must adhere to implementation conventions provided by GSA.

(3) If any of the conditions in paragraph (a)(2) of this clause do not occur, the 10 day payment due dates in (a)(1) become 30 day payment due dates.

(4) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are—

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th



day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(5) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. Notwithstanding paragraph (g) of the clause at FAR 52.212-4, Contract Terms and Conditions—Commercial Items, if the Contractor submits hard-copy invoices, submit only an original invoice. No copies of the invoice are required. A proper invoice must include the items listed in paragraphs (a)(5)(i) through (a)(5)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in paragraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(6) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(6)(i) through (a)(6)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and



Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(7) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in paragraph (c)(5) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.



(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(8) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in paragraph (c)(7) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(9) Additional interest penalty.

(i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with paragraph (a)(9)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor—

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(9)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)

(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall—

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that—

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined



by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)

(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except—

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments.

(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of clause)



I.1~~32~~.1~~32~~

**552.232-77 PAYMENT BY GOVERNMENT CHARGE
CARD (NOV 2009)**

- (a) *Definitions.* "Governmentwide commercial purchase card" means a uniquely numbered charge card issued by a Contractor under the GSA SmartPay® program contract for Fleet, Travel, and Purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

"Oral order" means an order placed orally either in person or by telephone.

- (b) At the option of the Government and if agreeable to the Contractor, payments of \$100,000 or less for oral or written orders may be made using the Governmentwide commercial purchase card.
- (c) The Contractor shall not process a transaction for payment using the charge card until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.
- (d) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

(End of Clause)

I.1~~32~~.1~~43~~

**552.237-71 QUALIFICATIONS OF EMPLOYEES (MAY
1989)**

(a) The contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.

(b) The Contractor shall fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.

(c) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien

Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

(End of clause)



I.1~~32~~.1~~54~~

552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999)

(a) *Deviations to FAR clauses.*

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.

(b) *Deviations to GSAR clauses.* This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.

(c) *“Substantially the same as” clauses.* Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of Clause)

I.1~~43~~ FEDERAL ACQUISITION REGULATION (FAR) CLAUSES APPLICABLE AT THE ORDER LEVEL

The following clauses apply at the Order level, as applicable:

<u>Section</u>	<u>FAR Clause No.</u>	<u>Title and Date</u>
I.1 43 .1	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
1.1 43 .2	52.211-11	Liquidated Damages-Supplies, Services, or Research and Development (Sept 2000)
1.1 43 .3	52.211-15	Defense Priority and Allocation Requirement (Apr 2008)
1.1 43 .4	52.222-19	Child Labor-Cooperation with Authorities and Remedies (Oct 2016)
1.1 43 .5	52.222-20	Child Labor-Cooperation with Authorities and Remedies (May 2014)
I.1 43 .6	52.222-41	Service Contract Labor Standards (May 2014)
I.1 43 .7	52.222-55	Minimum Wages Under Executive Order 13658



(Dec 2015)

I.1 43 .8	52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)
I.1 43 .9	52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997)
I.1 43 .10	52.223-3 (Alternate I)	Hazardous Material Identification and Material Safety Data (JAN 1997), Alternate I (July 1995)
I.1 43 .11	52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)
I.1 43 .12	52.223-10	Waste Reduction Program (MAY 2011)
I.1 43 .13	52.223-14	Minimum Wages Under Executive Order 13658 (Jun 2014)
I.1 43 .14	52.223-14 (Alternate I)	Minimum Wages Under Executive Order 13658 (Jun 2014), Alternate I (Jun 2014)
I.1 43 .15	52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)
I.1 43 .16	52.223-16	Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015)
I.1 43 .17	52.223-16, Alternate I	Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014), Alternate I (Jun 2014)
I.1 43 .18	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)
I.1 43 .19	52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014)
I.1 43 .20	52.225-3 (Alternate I)	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014), Alternate I (May 2014)
I.1 43 .21	52.225-3 (Alternate II)	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014), Alternate II (May 2014)
I.1 43 .22	52.225-3 (Alternate III)	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014), Alternate III (May 2014)
I.1 43 .23	52.225-5	Trade Agreements (Oct 2016)
I.1 43 .24	52.227-1	Authorization and Consent (Dec 2007)
I.1 43 .25	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
I.1 43 .26	52.227-3	Patent Indemnity (Apr 1984)



I.1 43 .27	52.227-14	Rights in Data-General (May 2014)
I.1 43 .28	52.227-14 (Alternate I)	Rights in Data-General (May 2014), Alternate I (Dec 2007)
I.1 43 .29	52.227-14 (Alternate II)	Rights in Data-General (May 2014), Alternate II (Dec 2007)
I.1 43 .30	52.228-5	Insurance-Work on a Government Installation (Jan 1997)
I.1 43 .31	52.229-6	Taxes-Foreign Fixed-Price Contracts (Feb 2013)
I.1 43 .32	52.232-16	Progress Payments (Apr 2012)
I.1 43 .33	52.232-16, Alternate I	Progress Payments (Apr 2012), Alternate I (Mar 2000)
I.1 43 .34	52.232-16, Alternate III	Progress Payments (Apr 2012), Alternate III (Apr 2003)
I.1 43 .35	52.232-17	Interest (May 2014)
I.1 43 .36	52.232-18	Availability of Funds (Apr 1984)
I.1 43 .37	52.232-36	Payment by Third Party (May 2014)
I.1 43 .38	52.232-37	Multiple Payment Arrangements (May 1999)
I.1 43 .39	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
I.1 43 .40	52.243-7	Notification of Changes (Jan 2017)
I.1 43 .41	52.245-1	Government Property (Jan 2017)
I.1 43 .42	52.245-1 (Alternate I)	Government Property (Jan 2017), Alternate I (Apr 2012)
I.1 43 .43	52.245-9	Use and Charges (Apr 2012)
I.1 43 .44	52.247-1	Commercial Bill of Lading Notations (Feb 2006)
I.1 43 .45	52.247-64	Commercial Bill of Lading Notations (Feb 2006)
I.1 43 .46	52.247-64 (Alternate I)	Commercial Bill of Lading Notations (Feb 2006), Alternate I (Apr 2003)
I.1 43 .47	52.247-64 (Alternate II)	Commercial Bill of Lading Notations (Feb 2006), Alternate II (Feb 2006)
I.1 43 .48	52.247-68	Report of Shipment (REPSHIP) (Feb 2006)
I.1 43 .49	52.251-1	Government Supply Sources (Apr 2012)
I.1 43 .50	52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (May 2014)



In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C. 5341](#) or [5332](#).

This Statement is for Information Only:

Employee Class Monetary Wage—Fringe Benefits

(End of Clause)

I.143.51 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond _____. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.13.452 52.245-2 Government Property Installation Operation Services (Apr 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.



(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

(End of clause)

(END OF SECTION I)



U.S. General Services Administration

Federal Acquisition Service

Complex Commercial SATCOM Solutions (CS3)

CS3 Customer Ordering Guide

Version 1.4

July 2020

DOCUMENT CHANGE RECORD

Version Number	Date	Description
1.0	10/24/2017	Initial release
1.1	11/9/2017	Updated to reflect addition of new contractors
1.2	3/22/2018	Added new contact information for contractors
1.3	12/12/2019	Updates to Appendix B and Appendix C
1.4	TBD	Add GSA Task-Order and Delivery Order Ombudsman guidance

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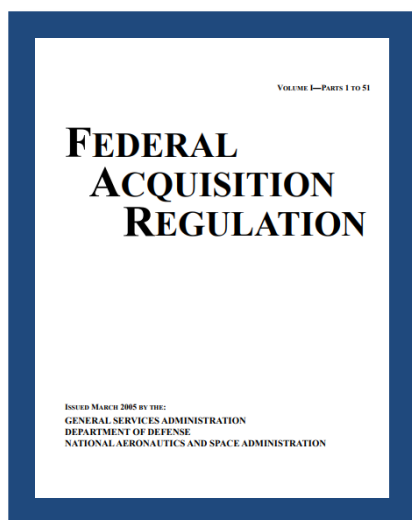
1 Introduction

The General Services Administration (GSA) and Defense Information Systems Agency (DISA) partnered in 2009 to sign the Memorandum of Agreement (MOA) for Future COMSATCOM Services Acquisition (FCSA). Under the FCSA umbrella, the Custom SATCOM Solutions (CS2) and Custom SATCOM Solutions – Small Business (CS2-SB) contracts were awarded in 2012 to more strategically source the acquisition of commercial satellite communications and to reduce overall acquisition program costs.

As CS2 and CS2-SB approached expiration, GSA and DISA exercised their option within the MOA to formulate the successor vehicle, Complex Commercial SATCOM Solutions (CS3). Lessons learned from previous CS2 and CS2-SB programs helped shape the new contract under the FCSA Program.

The CS3 program offers customers a wide range of benefits:

- **Improved responsiveness** to task order requirements
- **Cost savings** due to a reduction in the time and resources involved in the procurement process
- **Increased contractor competition** to encourage more responsive pricing, higher levels of service quality, and increased system availability
- **Expanded role for small businesses** to receive the maximum level of satellite systems business consistent with quality performance and value for government buyers
- **Enhanced contract flexibility** with a ten-year period of performance
- **Leveraged buying power** as a single source for satellite services acquisition across the Federal Government



CS3 is a multiple-award, Indefinite Delivery, Indefinite Quantity (IDIQ) firm fixed-price contract; all task orders issued against this contract will be firm fixed price. Under CS3, a task order is the official contractual mechanism to be used by agencies to order COMSATCOM services and ancillary products or services. All task orders are subject to *fair opportunity* as defined in [Federal Acquisition Regulation \(FAR\) 16.505](#): the FAR requires all awardees under a multiple award contract be given a fair opportunity to be considered for each task order in excess of \$3,500, unless an exception applies.

1.1 Contract Objectives

The overarching objective for CS3 is to create contracts as flexible

and agile as possible to meet and satisfy the widely differing requirements of federal organizations at present, for the next decade, and for the period beyond. CS3 is intended to meet program goals for the following:

- Service continuity
- Highly competitive prices
- High-quality service
- Full service contractors
- Operations support
- Transition assistance and support
- Opportunities for technical innovation

The CS3 vehicle provides worldwide customized COMSATCOM solutions for complex commercial satellite requirements for government agencies and other authorized entities. Two main roles:

- **Government agencies:** define the requirements for satellite services
- **Contractors:** engineer custom solutions

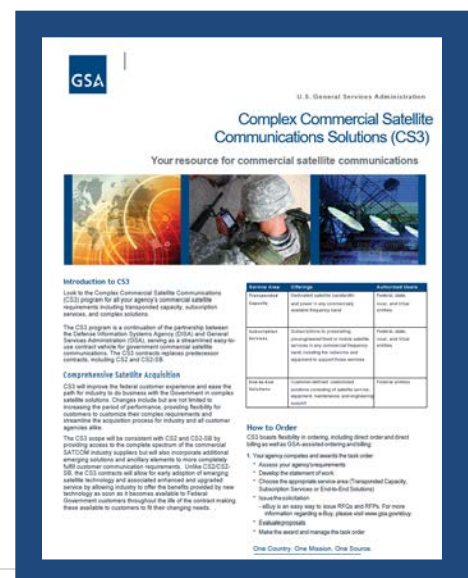
The customized COMSATCOM solutions comprise complete, customized engineered-solutions to meet customers' unique commercial satellite needs. These solutions may include any combination of the following: fixed, mobile, or broadcast satellite services, components, and service enabling authorizations (e.g., host nation approvals, landing rights, frequency clearances, etc.), along with components and ancillary equipment such as terminals, teleports, terrestrial tail circuits, Subscriber Identity Module (SIM) cards, and peripherals.

Complex Commercial SATCOM Solutions may include, but are not limited to design; development; licensing; integration; installation; testing; network management; engineering; full lifecycle logistics; and operations support and training. Delivered solutions may be turnkey systems comprising all elements of a system or may be limited to integration of specific components along with existing government-provided elements.

1.2 Contract Scope

As with the previous CS2 and CS2-SB contracts, CS3 is an agency-unique acquisition solution whose scope provides access to the complete spectrum of the COMSATCOM industry suppliers and integrators to support a wide range of complex requirements. CS3 incorporates additional innovative solutions and ancillary elements to fulfill customer complex communications requirements and allows for early adoption of emerging satellite technology and associated enhanced and upgraded services by allowing industry to offer the benefits provided by new technology as soon as it becomes available.

The CS3 scope includes any combination of fixed satellite services and/or mobile satellite services, components, service enabling authorizations (e.g., host nation approvals, landing rights, frequency clearances, etc.) and components and ancillary equipment such as terminals, teleports, terrestrial tail circuits, Subscriber Identity Module (SIM) cards, and peripherals.



Complex solutions under CS3 may include, but are not limited to, design, development, licensing, integration, installation, testing, network management, engineering, full lifecycle logistics and operations support, and training. Delivered solutions may be turnkey systems comprising all elements of a system, or delivered solutions may be limited to integration of specific components with existing Government-provided elements.

Stand-Alone Satellite Professional Support Services [RESERVED FOR SMALL BUSINESSES ONLY]:

Additionally, CS3 provides for the ability to order Stand-alone Satellite Professional Support Services. These services MUST be set-aside for small businesses if ordered and include, but are not limited to, abstract or concept studies and analysis, strategic and preliminary planning, requirements definition and analysis, evaluation of alternative technical approaches, modeling and simulation, enterprise architecture design, cost-performance trade-off analysis, feasibility analysis, regulatory compliance support, system engineering, independent verification and validation, network performance assessment, and, and Information Assurance Security Assessment and Security Authorization.

1.3 Contract Benefits

CS3 provide several benefits to participating government agencies:

- **Service Continuity:** Encompasses various satellite requirements, level of complexity, and satellite applications solutions
- **Enhancing Acquisition Efficiency:** Offers easy access to leading satellite technologies aligned with government parameters, interfaces, and standards
- **Delivering Better Value and Savings:** Delivers cost savings during implementation, transition, and ongoing operations of COMSATCOM services
- **Leading with Innovation:** Allows for early adoption of emerging satellite technology and associated enhanced and upgraded services
- **Expanding Opportunities for Small Business:** Includes an open season to add additional small businesses to the contract to ensure there be adequate small business completion throughout the life of the contract
- **Highly Competitive Pricing:** Offers equipment and services at equal to or less than commercial prices
- **Continuous Competition:** Provides agencies with a broad array of competitive service options
- **Full Range of Commercial Offerings:** Provides a wide range of commercial satellite offerings to include mobile, fixed, and broadcast solutions; allows for incorporation of new innovative technologies and solutions without the need of contract modification¹
- **Flexible Ordering and Billing Options:** Allows ordering and billing options for customers to take advantage of Direct Order/Direct Bill or GSA Assisted Ordering and Billing options

¹ GSA recognizes that satellite technologies and services are rapidly evolving. Accordingly, GSA anticipates that services and solutions available under CS3 will be increased, enhanced, and upgraded so that technological and serviced-based improvements become available to COMSATCOM customers.

- **Service Quality:** Offers high quality of service
- **Information Assurance:** Ensures solutions meet government information assurance and protection requirements

2 Purpose and Scope

GSA's Office of Telecommunications Services (OTS) developed this *Customer Ordering Guide* for Ordering Contracting Officers (OCOs) and other stakeholders to facilitate the use of GSA's CS3 vehicle in order to ensure a successful, timely, and orderly transition of services from expiring legacy contracts, CS2 and CS2-SB, as well as, placing new orders on the contract. It also serves to inform and acquaint all agencies with the proper use of CS3.

This Guide provides guidelines and ordering process for satellite services under CS3 service providers. It defines the roles and responsibilities of GSA and the ordering agency. More information regarding the below CS3 partners and updates is available on the GSA Satellite Services website at <http://www.gsa.gov/satellite>. The guidance provided here does not supersede requirements of the FAR or agency FAR supplements and policies.

2.1 Guide Layout

The remainder of this Guide provides general contract guidance then focuses on the ordering process. It is divided into the following sections:

- Contract General Guidance (Section 3)
 - Term of Contract
 - Ordering Guidelines
 - Task Order Period of Performance
 - Authorized Contract Users
 - GSA Management Fee
- Ordering Process (Section 4)
 - Roles and Responsibilities
 - High-Level CS3 Ordering Process
 - Delegation of Procurement Authority (DPA) Process
 - Statement of Work/Performance Work Statement (SOW/PWS) Review Process
- Ordering and Billing Options (Section 5)

3 Contract General Guidance

3.1 Term of Contract

CS3 contracts are not Federal Supply Schedules or Government-Wide Acquisition Contracts (GWACs); therefore, the guidelines and rules for using these contracts differ from those for Schedules and GWACs.

The contract period of performance (PoP) consists of one (1) five-year base period plus one (1) three-year option period and one (1) two-year option period (Ordering Period of Performance). The government may unilaterally exercise the option periods.

The CS3 PoP is as follows:

- **Base period:** 10/16/2017 through 10/15/2022
- **Option period 1:** 10/16/2022 through 10/15/2025
- **Option period 2:** 10/16/2025 through 10/15/2027

Minimum Order Value: None

Maximum Order Value: The cumulative amount of all task orders combined—including all options—cannot exceed the program ceiling amount of \$2.5B.

3.2 Ordering Guidelines

All stand-alone Satellite Professional Support Services must be ordered from a small business.

Redacted versions of the CS3 contracts, which include contract period pricing, are available for viewing and download from each contractor's website. Some contractors may require registration before allowing access, and links to each contract are provided via the contractor's link located at <http://www.gsa.gov/satellite>.

- **Order Type**—Orders under the basic contract will be firm fixed price. Orders must be task orders in compliance with FAR 16.505. Task orders may be multi-year and/or include options as defined in FAR Part 17 and agency-specific FAR Part 17 supplements. The OCO must use performance-based acquisition methods to the maximum extent practicable
- **Order Pricing**—The OCO is responsible for the determination of reasonable price for each order placed under CS3. The OCO must determine fair and reasonable pricing for all orders in accordance with FAR Subpart 15.4—Contract Pricing—and FAR 16.202—Firm-fixed-price contracts
- **Travel**—A task order may require travel which will be identified in the task order. All travel shall be accordance with the Federal Travel Regulations (FTR)/Joint Travel Regulations (JTR)

3.3 Task Order Period of Performance

The term for each order placed under the Basic Contract shall be specified in the Individual Order. Under no circumstances may an order be placed under the Basic Contract if the Basic Contract has expired, been terminated, or cancelled by the government. Based upon the schedule above, the base period expires October 15, 2022. If all options are exercised, the Basic Contract will expire on October

15, 2027. (See FAR 52.216-18, 52.216-19 and 52.216-22.) Task order performance can be performed up to October 15, 2032, which is past the basic contract expiration date, only when (1) orders are issued before October 15, 2027; and (2) options are included at the initial issuance of the order. The FAR Clause 52.217-8 Option to Extend Services **cannot** be used to extend work past October 15, 2032.

Accordingly, the cumulative term of CS3 Basic Contract may span up to 10 years. No individual task order may exceed 10 years, inclusive of options, from the date the task order is placed; the cumulative term of all task orders placed under CS3 may span up to 15 years.

For Example:

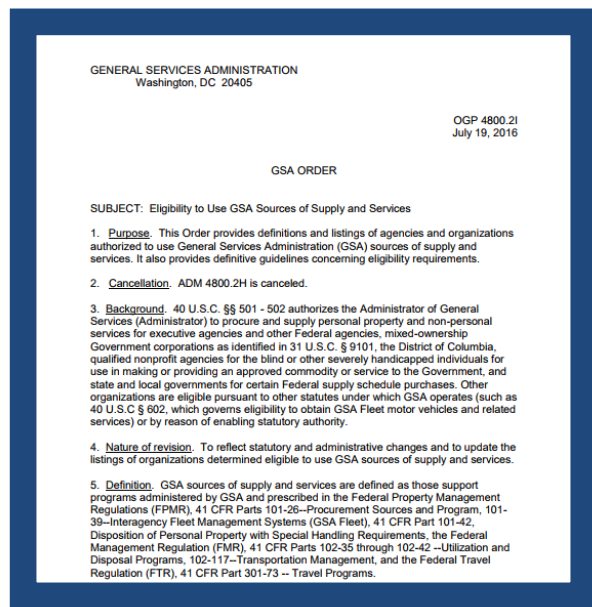
If a task order is placed on October 15, 2027 for 5 years (one-year base period with four one-year option periods), the task order PoP would look like this:

- One-Year Base Period: October 15, 2027 – October 14, 2028
- First Option Period: October 15, 2028 – October 14, 2029
- Second Option Period: October 15, 2029 – October 14, 2030
- Third Option Period: October 15, 2030 – October 14, 2031
- Forth Option Period: October 15, 2031 – October 14, 2032

After the CS3 Basic Contract term expires, CS3 will remain an active contract until the final task order is closed-out and shall govern the terms and conditions with respect to active task orders to the same extent as if they were completed during the CS3 Basic Contract term.

Notwithstanding anything contrary to the above, an ordering agency may place a multi-year task order under the CS3 Basic Contract; a task order using multi-year contracting methods must be consistent with FAR Subpart 17.1 and any applicable funding restrictions.

3.4 Authorized Contract Users



Only authorized users may place orders under the Basic Contract. To become qualified as an authorized user, a duly warranted Contracting Officer (as that term is defined in FAR Subpart 2.1) in good standing must have an appropriate signed Delegation of Procurement Authority (DPA) issued from the GSA CS3 PCO. For purposes of this basic contract, these authorized users are identified as OCOs.

This Basic Contract is for use by all federal agencies, and others as listed in GSA Order ADM 4800.2I, Eligibility to Use GSA Sources of Supply and Services, July 19, 2016, which is modified from time to time.

OCOs must follow the ordering procedures of FAR

16.505, among possible others, with particular attention to the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2). Use of the GSA eBuy system by the OCO will ensure all Basic Contract holders are notified of each task order request—eBuy is an electronic Request for Proposal (RFP) system designed to allow government buyers to request information, find sources, and prepare RFPs for CS3 contracts completely online. Information and instruction on the use of the eBuy system is furnished at www.gsa.gov/ebuy.

DoD Customers:

In accordance with DoDI 8420.02, DoD Satellite Communications (SATCOM), September 15, 2016, DISA serves as the lead for acquisition of COMSATCOM services to meet the needs of DoD Components, consistent with approved user requirements and funding provided by the requesting DoD Component.

DoD customers should contact DISA for assistance in procuring COMSATCOM services. For more information, visit the DISA website at <http://www.disa.mil/Network-Services/Satellite>.

In addition, DoD customers are required to follow DoD/DISA ordering procedures; DoD end-to-end satellite requirements must be routed through DISA per DoD policy.

3.5 GSA Management Fee

All ordering activities are charged a 2% contract access fee which should be included in all the CS3 CLINs and ***not as a separate line item***. The CS3 contractor pays said fee when it receives invoice payments from the ordering activity. For GSA Assisted Ordering/Billing, an additional fee for this assistance is negotiated between the ordering agency and GSA; the CS3 contractor is not involved in the negotiation or collection of the GSA Assisted Service Fee.

4 Ordering Process

4.1 Roles and Responsibilities

The roles and responsibilities are broken down by the Ordering Agency, GSA, and Product / Service Provider. Note: The government may modify the roles and responsibilities at any time during the period of performance of the basic contract. See Table 1 for breakdown and descriptions.

- Ordering Agency:
 - **Government Ordering Contracting Officer (OCO) or Representative:** Order on behalf of the ordering Agency
- GSA:
 - **Program Manager (PM):** Oversee FCSA, including CS3 contract
 - **Procuring Contracting Officer (PCO):** Award contracts
 - **Administrative Contracting Officer (ACO):** Perform contract administration functions on behalf of PCO
 - **Contracting Officer's Representative (COR):** Monitor Base Contract level deliverables
- Product / Service Provider:
 - **Contractor:** Provide product/service to ordering Agency

Table 1: Roles and Responsibilities

Role	Responsibilities	Notes
Government Ordering Contracting Officer (OCO)	<ul style="list-style-type: none"> Obtain Delegated Approval Authority to use CS3 Obtain scope review on CS3 requirement prior to issuance of solicitation against the CS3 vehicle Comply with FAR 16.505 Provide ALL CS3 contract holders a Fair Opportunity to be considered for each Task Order exceeding \$3,500 unless: <ul style="list-style-type: none"> one of the exceptions cited in FAR 16.505(b)(2) applies <u>and</u> there's a fully documented and signed justification which cites the reason for using one of these exceptions, IAW FAR 16.505(b)(1) Analyze order proposals and document evaluation to include a determination that final negotiated price is fair and reasonable, IAW FAR 16.505(b)(3) and the OCO's agency's requirements Select winning contractor Place Task Orders in accordance with FAR 16.505(a)(7) Annual PPIRS IAW with FAR 42.15 and the OCO's Agency's FAR supplement Close out a completed order by using procedures described in FAR 4.804 Provide notification to the GSA CS3 PCO of a task order closeout immediately upon closeout 	<ul style="list-style-type: none"> OCOs may exercise broad discretion in developing appropriate CS3 Task Order placement procedures IAW FAR 16.505(b)(1) most notably ensuring that Price or cost elements MUST be one of the factors in the selection decision Proposal documentation will remain in the OCO's official task order file and must be provided upon request to GSA's CS3 PCO OCOs MUST set aside stand-alone Satellite Professional Support Services requirements and may set aside other requirements for CS3 small business contractors in accordance with the FAR and the OCO's Agency's FAR supplement Task order may be placed immediately with the winning contractor once proposals are evaluated Complaints regarding task and delivery order actions of other agencies using GSA contract vehicles shall be directed to the ordering agency's Task-Order and Delivery-Order Ombudsman
GSA Program Manager	<ul style="list-style-type: none"> Perform various programmatic functions for the overall success of the FCSA program, including CS3 	<ul style="list-style-type: none"> Does not have actual, apparent, or implied authority to bind the government for any acts or omissions
GSA Procuring Contracting Officer (PCO)	<ul style="list-style-type: none"> Has the sole and exclusive actual authority to award the basic contract Designate a GSA CS3 COR at the Basic Contract level Issues Delegation of Procurement Authority to OCOs 	<ul style="list-style-type: none"> After award of the basic contract, may delegate any or all the contract administration functions described in FAR 42.302 and may appoint an administrative contracting officer (ACO) to perform administration functions described in FAR 42.302
GSA Administrative Contracting Officer (ACO)	<ul style="list-style-type: none"> Perform contract administration functions on behalf of the PCO 	<ul style="list-style-type: none"> If functions delegated by the GSA PCO
GSA Contracting Officer's Representative (COR)	<ul style="list-style-type: none"> Monitor the Basic Contract level deliverables 	<ul style="list-style-type: none"> Specific rights and responsibilities shall be described in writing, which upon request shall be provided to the

Role	Responsibilities	Notes
		contractor
		<ul style="list-style-type: none"> Has no actual, apparent, or implied authority to bind the government
Contractor	<ul style="list-style-type: none"> Provide product and/or services to ordering Agency per task order requirements Engineer custom solutions for ordering Agency as required One must respond by cut-off date of RFP if he wishes to make a bid 	<ul style="list-style-type: none"> Has a right to be considered for requirements in accordance with the Fair Opportunity requirements of FAR 16.504 Only the CS3 Prime Contractor(s) listed in the Appendix may provide a response directly to the ordering activity. Affiliates of the Prime Contractor (e.g., business partner, subsidiary or subcontractor) are not authorized to provide responses to a potential procuring agency's request; the CS3 contract is between GSA CS3 PCO and the Prime Contractor

In accordance with GSAM 516.505 (b): The GSA Task-Order and Delivery Order Ombudsman shall review and resolve complaints from contractors concerning all task and delivery order actions made by GSA. Complaints regarding task and delivery order actions of other agencies using GSA contract vehicles shall be directed to the ordering agency's Task-Order and Delivery-Order Ombudsman.

For orders issued by GSA, see <https://www.gsa.gov/policy-regulations/policy/acquisitionpolicy/gsa-ombudsman>

GSA TASK & DELIVERY ORDER OMBUDSMAN CONTACT INFORMATION GSA Task & Delivery Order Ombudsman: 1800 F Street NW, Washington, DC. 20405. Email: gsaombudsman@gsa.gov

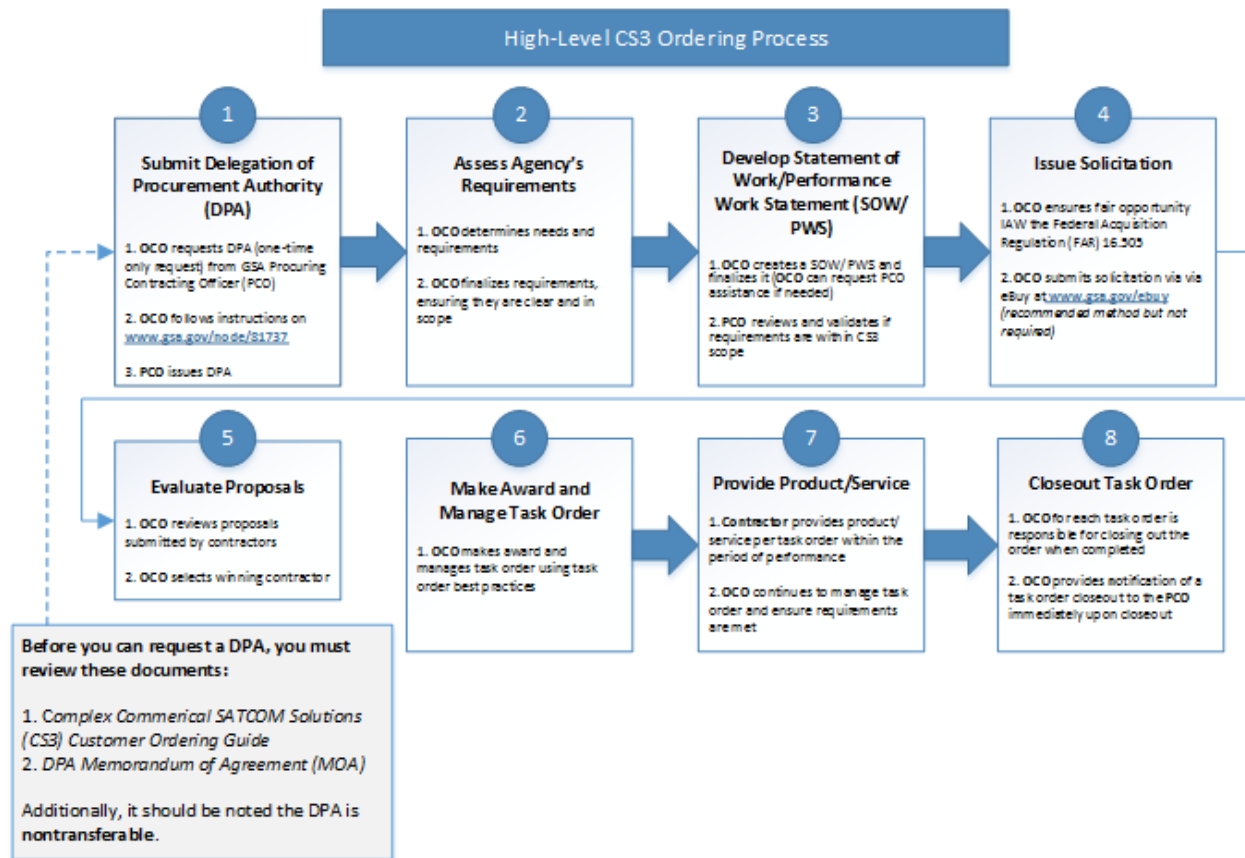
NOTE: guidance provided here does not supersede requirements of the FAR or agency FAR supplements and policies. In all cases, the OCO must ensure complete adherence to the CS3 contract, applicable laws, the FAR, and any additional agency policy and regulations.

4.2 Ordering Processes

4.2.1 High-Level CS3 Ordering Process

The Ordering Agency starts by submitting the Delegation of Procurement Authority (DPA) to GSA (see Figure 2 for the DPA Process). It should be noted the DPA is required for each OCO who will be soliciting or ordering services through the CS3 vehicle. Figure 1 depicts the High-Level CS3 Ordering Process.

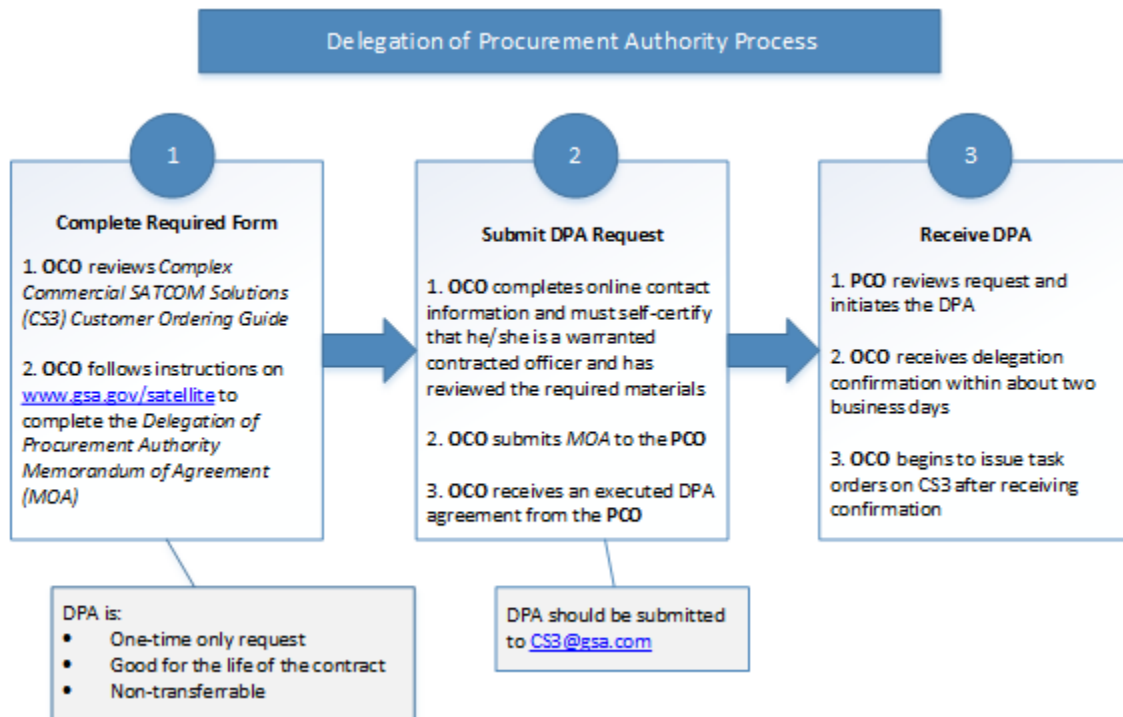
Figure 1: High-Level CS3 Ordering Process



Once an OCO has a DPA, he or she will not be required to submit one again, that is, the DPA is valid for unlimited use. However, DPAs operate on a per capita basis and unique to the holder; thus, they are non-transferable from individual to individual or agency to agency.

4.2.2 Delegated Procurement Authority (DPA) Process

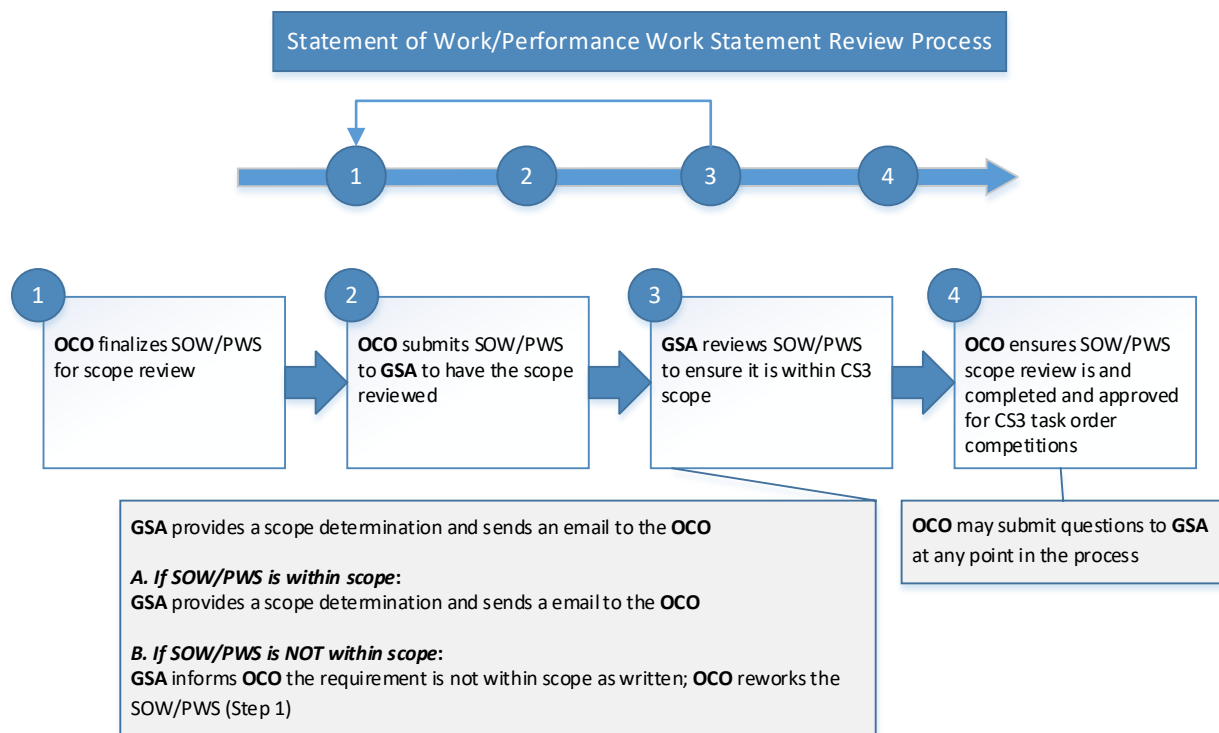
The OCO completes the online request form and submits the DPA request to the GSA PCO. The PCO reviews and provides the delegation. If an OCO moves to a different Agency, they must inform the GSA CS3 PCO immediately. A new DPA request is required that will be expedited. See Figure 2 for detailed DPA Process.

Figure 2: Delegated Procurement Authority Process

The OCO must complete and submit the online DPA request by filling in the required information and selecting the responses to the questions. The DPA should be submitted to CS3@gsa.com.

4.2.3 Statement of Work/Performance Work Statement (SOW/PWS) Review Process

The OCO drafts the SOW/PWS and submits to GSA. If GSA deems the requirement is within the scope of CS3, an email is sent to the OCO. If the requirement is NOT within scope, the OCO is notified and the SOW/PWS is reworked. See Figure 3 for detailed SOW/PWS Review Process.

Figure 3: Statement of Work / Performance Work Statement Review Process

Note: The PWS does not include price structure or order terms.

5 Ordering and Billing Options

The ordering agency has two options for placing task orders:

- Direct Order/Direct Bill
- GSA Assisted Ordering/Billing

The subsequent subsections identify the required actions for each type of ordering option and offer examples.

5.1 Direct Order/Direct Bill

Questions about ordering/requirements should be directed to the CS3 contractors directly and go to the CS3 contractors to place orders after conducting fair opportunity in accordance with FAR 16.505. The billing and payment for these services are conducted directly between the ordering agency and the CS3 contractors. The OCO will be subject to the rules, regulations, and conditions promulgated and enforced by that customer agency, the FAR, and the CS3 contract. The ordering agency will commit the following:

- Determine requirements and develop a SOW or PWS
- Identify Information Security System requirements for Federal Information Security Management Act (FISMA) Certification and Accreditations in the SOW/PWS

- Identify Personnel Security for both suitability (HSPD-12) and security clearance requirements in the SOW/PWS
- Incorporate and provide agency-specific security directives, guides, and procedures in the SOW/PWS
- Determine if requirements are within the scope of CS3 (with assistance from GSA); the GSA CS3 PCO will provide a scope determination to the OCO
- Determine if the task order value does not exceed the cumulative CS3 program ceiling. The GSA CS3 PCO will provide a ceiling determination to the OCO
- Verify, obligate, and ensure proper use of funds
- Request interest from contractors if applicable (e.g., Request for Information [RFI])
- Document Fair Consideration method or sole source justification (the use of the GSA eBuy system is highly encouraged as it will ensure all eligible contractors can participate in the task order solicitation)
- Request proposals from contractors (e.g., Request for Proposal [RFP])
- Evaluate proposals (technical, price, or cost must be considered for each order in the selection decision)
- Select CS3 contractor
- Place task order with selected CS3 contractor
- Process task order close-out

Formal evaluation plans or rating schemes are not required; however, the evaluation and acquisition plan should match the value and complexity of the requirement. Once the ordering agency has finalized its statement of work, said agency will request information in potential addition to a proposal directly from the CS3 contractors.

A written SOW or PWS will always be used. The OCO will provide the SOW/PWS to the GSA CS3 PCO and GSA CS3 PM. The GSA will provide a scope determination to the OCO. Scope reviews can be conducted by GSA and completed in parallel with the OCO's task order acquisition activities. For task orders requiring immediate delivery of service for an urgent requirement, the GSA scope review may be completed after the task order is awarded. Should the GSA CS3 PCO determine a CS3 task order to be out of scope, the GSA CS3 PCO will inform the OCO that the task order must be canceled. The Scope Determination process is as follows:

1. Forward a copy of the written SOW or PWS to the GSA CS3 PCO at the following email address (case insensitive): CS3@gsa.gov
Within 2 business days of receipt of the SOW/PWS, the GSA CS3 PCO will ensure that a DPA is on file for the issuing OCO and forward the SOW/PWS to GSA for review; GSA will acknowledge receipt of the Scope Determination request
2. Within 5 business days of receipt of the Scope Determination request, the OCO is notified of the results of the Scope Determination
3. If the Scope Determination is negative, the OCO is contacted to provide guidance on the appropriate scope for task orders under CS3. The OCO may be requested to prepare and reissue a revised Scope Determination request

The CS3 contractor Points of Contact (POC) is publicly accessible at <http://www.gsa.gov/satellite>.

5.2 GSA Assisted Ordering/Billing

Under GSA Assisted Services, GSA may perform any or all the following on behalf of an agency:

- Assist and/or develop an SOW
- Ensure fair opportunity and contractual compliance as stipulated in section G.3.3 of the contract and in accordance with the Federal Acquisition Regulation (FAR) 16.505
- Verify, obligate, and ensure proper use of funds
- Evaluate proposals and award orders
- Maintain all award documentation
- Process order closeout

The GSA Assisted Service Fee is negotiated between GSA and the ordering agency. Payment of this Assisted Service Fee is made directly to GSA by the ordering agency using:

- an Interagency Agreement (IA)
- a Memorandum of Agreement (MOA)
- a Memorandum of Understanding (MOU) with an accompanying customer funding document and GSA acceptance

These agreements are the primary means by which GSA receives requests from federal agencies for acquisition services.

GSA acceptance is required on all funding documents such as Purchase Request (PR); Intra-Governmental Payment and Collection (IPAC) systems; and Military Interdepartmental Purchase Request (MIPR).

5.3 eBuy

GSA's eBuy is designed to facilitate requests and submissions of proposals for commercial products, services, and solutions offered through GSA for contracts such as Federal Supply Schedules and Governmentwide Acquisition Contracts (GWACs). Federal Purchasers (buyers) may prepare and post an RFP for specific CS3 products and services for a specified period of time. Once posted, CS3 contractors (sellers) may review the request and post a response.

eBuy is a simple, user-friendly, web-based online procurement tool to use for CS3 buyers. **First**, find a category and then select contractors to notify. All contractors listed under the category selected can also review or bid on your request.

Second, enter your requirements and specify the amount of time the RFP should remain open. Contractors will receive emails about your

The screenshot shows the GSA eBuy website. At the top, there's a navigation bar with links: GSA Advantage, eBuy, Renewal Orders, and Acquisition Orders. Below this is a 'Welcome' message. The main content area is divided into two columns: 'Buyers' and 'Contractors'. The 'Buyers' column has a login form with fields for 'User ID' and 'Password', and a 'Login' button. Below the login form, there are links for 'Register for a User ID and Password' and 'I forgot my User ID and/or Password'. The 'Contractors' column has a login form with fields for 'Contract Number' and 'Password', and a 'Login' button. Below the login form, there are links for 'Forgot Your Password?' and 'Please contact the VTC at 1-877-455-4687 or e-mail at vendor-support@gsa.gov'. At the bottom, there's an 'Announcement' box about 'New Human Capital and Training Solutions' and a link for 'additional information'.

requirements and be able to submit proposals in return. See [eBuy web page](#) or [eBuy training for buyers and contractors](#).

APPENDICES

Appendix A. Task Order Administration

Administration considers the following efforts to be associated with the operations and management of task orders post-award: service implementation, task order modifications, contractor performance management, and task order close-out.

As mentioned above the OCO for each task order will be responsible for closing out the order when completed. It is the responsibility of the CS3 contractors to work in partnership with the government to closeout orders as soon as possible by using procedures described in FAR 4.804. Notification of a completion of closeout of a task order must be provided to the GSA CS3 PCO immediately upon closeout.

1.1 User Reporting Requirements

1.1.1 Contractor Performance

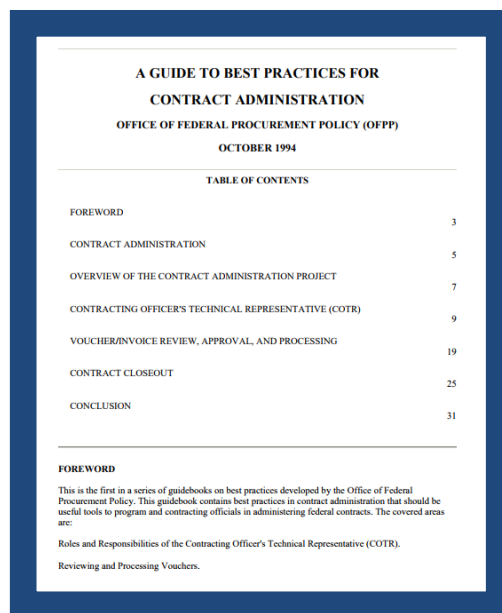
Ordering agencies must periodically evaluate how the contractor performed in accordance with contract requirements such as the following:

- quality of service
- cost efficiencies
- timeliness
- business relations
- history of reasonable and cooperative behavior
- commitment to customer satisfaction
- key personnel

Ordering agencies should use the Past Performance Information Retrieval System (PPIRS) at <http://www.ppirs.gov/default.htm>.

Information obtained per evaluations may be shared with government agencies for use in support of future award decisions (FAR 42.15).

The customer agency is required by FAR 42.1502 policy to complete past performance records for the contractor. Customer agencies may already have established routinely utilized past performance systems (e.g., CPARS, FAPIIS, CPAS, PPIRS, etc.) these are all acceptable. From time-to-time, the GSA CS3 PCO may inquire about contractor performance by survey or telephone call.



1.2 Claiming Socioeconomic Credit in the Federal Procurement Data System – FPDS NG Reporting

Ordering agencies are required to report all orders greater than the micropurchase threshold in FPDS-NG, www.fpds.gov in accordance with FAR 4.6. Proper reporting ensures socioeconomic credit will be received. For assistance on coding, please contact the FPDS-NG Helpdesk via email: fpdssupport@gcefederal.com.

1.3 Contract Modification

Contract modification to the basic CS3 contracts may be required over the course of the CS3 period of performance. Contract modifications may take the form of a strategic modification or a contractor modification. A strategic modification is one that is made to all CS3 contracts; an example could be a modification that adds new technology to the CS3 contract. On the other hand, a contractor modification is geared towards a specific CS3 contract, and such an example would include a modification to recognize a contractor's change of name. Each CS3 contractor is responsible for maintaining the CS3 contract on its public website that reflects all basic CS3 contract modifications. Additionally, it should be noted the contractor can and may post each contract modification separately.

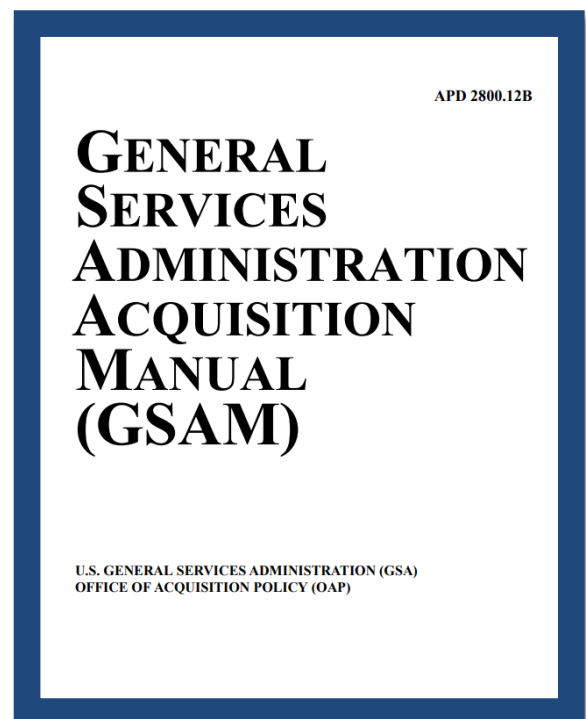
Task order modifications may be necessary during the task order period to address additional requirements or administrative changes. The OCO should follow the FAR and guidance of their Agency-specific FAR supplement and other guidance.

1.4 Task Order (Contract) Closeout

It is the OCO's responsibility to closeout task orders, and such closeout shall be accomplished within the guidelines set forth in:

- FAR Part 4.8 Government Contract Files.
- FAR Part 42 Contract Administration and Audit Services.
- GSAM Subpart 504.8 Government Contract Files.

The contractor agrees to cooperate with the OCO to close out task orders after expiration, cancellation, or termination.



Appendix B. GSA CS3 Point of Contacts

Note: All members of the GSA CS3 team can be contacted at CS3@gsa.gov

GSA Program Manager (PM):

Ben Camerlin

CS3 Program Manager

Office of Telecommunications Services

[Office of Information Technology Category \(ITC\)](#)

[Federal Acquisition Service \(FAS\)](#)

[U.S. General Services Administration \(GSA\)](#)

(W) 202-969-7790

(C) 202-341-3126

benjamin.camerlin@gsa.gov

www.gsa.gov/satellite

GSA Procuring Contracting Officer (PCO):

Tracey Embry

CS3 Procuring Contracting Officer

Network Services Contract Operations Division 2 (QT2A1FA)

[Office of Information Technology Category \(ITC\)](#)

[Federal Acquisition Service \(FAS\)](#)

[U.S. General Services Administration \(GSA\)](#)

(W) 703-306-7041

(C) 571-882-4104

Tracey.embry@gsa.gov

www.gsa.gov/satellite

GSA Contracting Officer's Representatives (CORs):

Primary

Monica Hedgspeth

CS3 Contracting Officer's Representative

Office of Telecommunications Services

[Office of Information Technology Category \(ITC\)](#)

[Federal Acquisition Service \(FAS\)](#)

[U.S. General Services Administration \(GSA\)](#)

(W) 703-306-6350

(C) 703-994-3254

Monica.hedgspeth@gsa.gov

Alternate

Scott Stemmen

CS3 Contracting Officer's Representative

Office of Telecommunications Services

[Office of Information Technology Category \(ITC\)](#)

[Federal Acquisition Service \(FAS\)](#)

[U.S. General Services Administration \(GSA\)](#)

(W) 312-886-8276

(C) 312-384-0841

Scott.stemmen@gsa.gov

www.gsa.gov/satellite

Appendix C. List of CS3 Contractors

Contractor	Contract Number	Contact	Small Business Category
AIS Engineering, Inc.	GS00Q17NRD4001	cs3@aisengineering.com	SDB; WOSB
Artel, LLC	GS00Q17NRD4002	cs3@artelllc.com	
By Light Professional IT Services LLC	GS00Q17NRD4003	cs3@bylight.com	
Comsat Inc.	GS00Q17NRD4004	cs3@comsat.com	
CopaSAT, LLC	GS00Q17NRD4005	cs3@copasat.com	SB
DRS Global Enterprise Solutions	GS00Q17NRD4006	drs-fcsa@drs.com	
Globecom Systems Inc.	47QTCE18D0001	cs3@globecom.com	
Hughes Network Systems, LLC	GS00Q17NRD4007	cs3@hughes.com	
Incident Communication Solutions, LLC (d/b/a Peake)	GS00Q17NRD4008	cs3@peake.com	SDB
Inmarsat Government, Inc.	GS00Q17NRD4014	fcsapmo@inmarsatgov.com	
Intelsat General Corporation	GS00Q17NRD4009	cs3@intelsatgeneral.com	
Knight Sky LLC	GS00Q17NRD4010	cs3@knight-sky.com	SB
LBI Sat LLC	GS00Q17NRD4011	gsacs3@lbisat.com	SB
Lepton Global Solutions, LLC	GS00Q17NRD4012	cs3@leptonglobal.com	SB
RiteNet Corp	GS00Q17NRD4013	cs3@ritenet.com	SB
SES Government Solutions, Inc.	GS00Q17NRD4015	ses-gscs3@ses-gs.com	
Signal Mountain Networks, Inc.	GS00Q17NRD4020	cs3@signalmountain.com	VOSB; HUBZone
TeleCommunication Systems Inc.	GS00Q17NRD4016	cs3tor@comtechtel.com	
Trace Systems, Inc.	GS00Q17NRD4017	idiq-inbox@tracesystems.com	
TrustComm, Inc.	GS00Q17NRD4018	cs3@trustcomm.com	SB

Contractor	Contract Number	Contact	Small Business Category
UltiSat, Inc.	GS00Q17NRD4019	fcsa@speedcastgov.com	
U.S. Electroynamics, Inc.	47QTCE18D0002	sales@usei-teleport.com	SDVOSB, VOSB, SDB

Appendix D. List of Abbreviations

ACO	Administrative Contracting Officer
CLINs	Contract Line Item Numbers
COMSATCOM	Commercial Satellite Communications
COR	Contracting Officer's Representative
CPARS	Contractor Performance Assessment Reports System
CPAS	Contractor Performance Assessment Reports System
CS2	Custom SATCOM Solutions
CS2-SB	Custom SATCOM Solutions – Small Business
CS3	Complex Commercial SATCOM Solutions
DISA	Defense Information Systems Agency
DPA	Delegation of Procurement Authority
FAPIIS	Federal Awardee Performance and Integrity Information System
FAR	Federal Acquisition Regulation
FISMA	Federal Information Security Management Act
FPDS- NG	Federal Procurement Data System Next Generation
FTR	Federal Travel Regulations
GASM	General Services Administration Acquisition Manual
GSA	General Services Administration
GWAC	Government Wide Acquisition Contract
HSPD-12	Homeland Security Presidential Directive 12
IA	Interagency Agreement
IAW	In accordance with
IPAC	Intra-Governmental Payment and Collection
JTR	Joint Travel Regulations
MIPR	Military Interdepartmental Purchase Request

MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
OCOs	Ordering Contracting Officers
OTS	Office of Telecommunications Services (OTS)
PCO	Procuring Contracting Officer
PPIRS	Performance Information Retrieval System
PM	Program Manager
PoP	Period of Performance
PR	Purchase Request
PWS	Performance Work Statement
RFI	Request for Information
RFP	Request for Proposal
SATCOM	Satellite Communications
SIM	Subscriber Identity Module
SOW	Statement of Work

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE NA		PAGE 1 OF 2 PAGES		
2. AMENDMENT/MODIFICATION NUMBER P00002		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY U.S. General Services Administration FAS-ITS Office of Acquisition Operations 1800 F Street NW; 4th Floor/QT2A1AA Washington DC 20405-0001 (ATTN: Tracey Embry)		CODE QT2A1AA		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) TELECOMMUNICATION SYSTEMS, INC. 275 West St Annapolis MD 21401-3400 CAGE Code: 0HAL7				9A. AMENDMENT OF SOLICITATION NUMBER			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NUMBER GS00Q17NRD4016			
				10B. DATED (SEE ITEM 13) 05/03/2017			
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

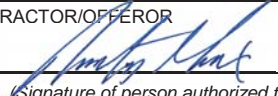
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority): Bilateral modification FAR 43.103 (a) (3) Bilateral Modification by Mutual Agreement Between the Parties per FAR 4.2004, 4.2105(b)
<input type="checkbox"/>	

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE CONTINUATION PAGES

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Timothy Giroux, Director – Contracts MCT		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Tracey Embry, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign) <i>tim</i>	15C. DATE SIGNED 10/17/2019	16B. UNITED STATES OF AMERICA TRACEY EMBRY Digitally signed by TRACEY EMBRY Date: 2019.10.17 13:39:06 (Signature of Contracting Officer)	16C. DATE SIGNED 10/17/2019

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

A. The purpose of this modification is to incorporate two clauses applying to the prohibition on contracting for certain telecommunications and video surveillance equipment supplied by the Peoples Republic of China.

B. Clauses

1. As prescribed under FAR 4.2105(b), incorporate FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019).
2. Pursuant to Class Deviation CD-2019-11, incorporate GSAR 552.204-70 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019).

Section I is hereby deleted and replaced in its entirety with the attached Section I.

C. Representation

TELECOMMUNICATION SYSTEMS, INC. represents that it [] will or [X] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract.

This representation shall be resubmitted on an annual basis from the date of this modification.

D. Terms and Conditions

Except as provided herein, all prices, terms and conditions of the document referenced in Item 10A remain unchanged and in full force and effect.



SECTION I SPECIAL CONTRACT REQUIREMENTS

I.1 FEDERAL ACQUISITION REGULATION 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

FEDERAL ACQUISITION REGULATION:

<https://www.acquisition.gov/far/>

GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL:

<http://www.acquisition.gov/GSAM/gsam.html>

(End of Clause)

<u>Section</u>	<u>FAR Clause No.</u>	<u>Title and Date</u>
I.1.1	52.202-1	Definitions (Nov 2013)
I.1.2	52.203-3	Gratuities (APR 1984)
I.1.3	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
I.1.4	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)
I.1.5	52.204-2	Security Requirements (AUG 1996)
I.1.6	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
I.1.7	52.204-13	System for Award Management Maintenance. (Oct 2016)
I.1.8	52.207-5	Option to Purchase Equipment (Feb 1995)
I.1.9	52.209.10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
I.1.10	52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
I.1.11	52.217-2	Cancellation Under Multiyear Contracts (Oct 1997)
I.1.12	52.219-14	Limitations on Subcontracting (Jan 2017)



I.1.13	52.222-17	Nondisplacement of Qualified Workers (May 2014)
I.1.14	52.223-6	Drug-Free Workplace (MAY 2001)
I.1.15	52.227-19	Commercial Computer Software License (Dec 2007)
I.1.16	52.229-1	State and Local Taxes (Apr 1984)
I.1.17	52.229-3	Federal, State, and Local Taxes (Feb 2013)
I.1.18	52.232-1	Payments (APR 1984)
I.1.19	52.232-8	Discounts for Prompt Payment (FEB 2002)
I.1.20	52.232-11	Extras (APR 1984)
I.1.21	52.232-23	Assignment of Claims (May 2014)
I.1.22	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
I.1.23	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
I.1.24	52.233-1	Disputes (May 2014)
I.1.25	52.233-1, Alternate I	Disputes (May 2014), Alternate I (DEC 1991)
I.1.26	52.237-3	Continuity of Services (JAN 1991)
I.1.27	52.242-13	Bankruptcy (JUL 1995)
I.1.28	52.253-1	Computer Generated Forms (JAN 1991)

i.2 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

(a) Definitions. As used in this clause—

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled— (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts



that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

I.23 52.212-4 Contract Terms and Conditions—Commercial Items (Jan 2017)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is



reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign



patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or



- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the



Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete.

Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.



(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.



(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I.34 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the term of the CS3 basic contract in accordance with CS3 Section F.4.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.45 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor the following:
 - (1) Any order for a single item in excess of \$30,000,000 in annual value;
 - (2) Any order for a combination of items in excess of \$30,000,000 in annual value; or
 - (3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) above.
- (c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five 5 working days after issuance, with written notice stating the Contractor's intent not to supply the



item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.56 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated in the contract. The quantities of supplies and services specified in the contract are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the contract up to and including the quantity designated in the contract as the "maximum." The Government is responsible only for the minimum dollar guarantee designated in the contract.
- (c) Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 60 months after the expiration of the CS3 basic contract.

(End of Clause)

I.67 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the expiration of the CS3 basic contract.

(End of Clause)

I.78 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)



- (a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of Clause)

I.89 52.219-13 Notice of Set-Aside of Orders (Nov 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of clause)

I.910 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (Oct 2015)

(a) Definitions. As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)



**I.4011 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH
DISABILITIES (Jul 2014)**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

**I.4112 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM)
CLAUSES**

I.4112.1 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

(End of Clause)

I.4112.2 552.204-9 Personal Identity Verification Requirements (Oct 2012)

(a) The contractor shall comply with GSA personal identity verification requirements, identified at <http://www.gsa.gov/hspd12>, if contractor employees require access to GSA controlled facilities or information systems to perform contract requirements.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

(End of clause)

I.12.3 552.204-70 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

(a) Definitions. As used in this clause- “Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. The Offeror or Contractor represents that it ☐ will or ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) Disclosures. If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer—

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;



(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of clause)

I.4112.34

552.212-4 Contract Terms and Conditions -- Commercial Items ALTERNATE II (FAR DEVIATION (Nov 2009))

When a commercial item contract is contemplated and the contract will include the clause at FAR 52.212-4, insert this Alternate II instead of subparagraph (g)(2) of the FAR clause.

(g)(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

I.4112.45

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (Jun 2016)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

[The Contracting Officer should check the clauses that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity.]

(b) Clauses.

X 552.203-71 Restriction on Advertising

X 552.211-73 Marking

 552.215-70 Examination of Records by GSA

 552.215-71 Examination of Records by GSA (Multiple Award Schedule)

 552.215-72 Price Adjustment—Failure to Provide Accurate Information



- _____ 552.219-70 Allocation of Orders—Partially Set-Aside Items
 - _____ 552.228-70 Workers' Compensation Laws
 - X _____ 552.229-70 Federal, State, and Local Taxes
 - _____ 552.232-8 Discounts for Prompt Payment
 - X _____ 552.232-23 Assignment of Claims
 - _____ 552.232-71 Adjusting Payments
 - _____ 552.232-72 Final Payment
 - _____ 552.232-73 Availability of Funds
 - _____ 552.232-78 Payment Information
 - X _____ 552.237-71 Qualifications of Employees
 - _____ 552.238-71 Submission and Distribution of Authorized FSS Schedule Price List
 - _____ 552.238-74 Industrial Funding Fee and Sales Reporting
 - _____ 552.238-75 Price Reductions
 - _____ 552.238-81 Modifications (Multiple Award Schedule)
 - _____ 552.242-70 Status Report of Orders and Shipments
 - _____ 552.246-73 Warranty—Multiple Award Schedule
 - _____ 552.246-76 Warranty of Pesticides
- (End of clause)

I.11.5—[Reserved]

I.4112.6 552.228-5 Government as Additional Insured (Jan 2016)

- (a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance—Work on a Government Installation.
- (b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.
- (End of clause)

I.4112.7 552.229-70 FEDERAL, STATE, AND LOCAL TAX (APR 1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

(End of clause)

**I.4112.8 552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT
(SEP 1999)**



If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

(End of Clause)

I.4112.9 552.232-1 PAYMENTS (NOV 2009) (DEVIATION FAR 52.232-1)

(a) The Government shall pay the Contractor, without submission of invoices or vouchers, 30 days after the service period, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract.

(b) Unless otherwise specified in this contract, the Government will make payment on partial deliveries accepted by the Government if either:

(1) The amount due on the deliveries warrants it.

(2) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(c) When processing payment, GSA's Finance Office will automatically generate the 12 digit invoice number using the PDN assigned to the contract, followed by an abbreviated month and year of service (e.g., 84261554JUN7, for June 2007). The PDN appears on the contract award document.

(End of clause)

I.4112.10 552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefore:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

(End of Clause)



I.4112.11

**552.232-25 PROMPT PAYMENT (NOV 2009)
(DEVIATION FAR 52.232-25)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (c)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments.

(1) The due date for making invoice payments by the designated payment office is:

(i) For orders placed electronically by the General Services Administration (GSA) Federal Acquisition Service (FAS), and to be paid by GSA through electronic funds transfer (EFT), the later of the following two events:

(A) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(B) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(ii) For all other orders, the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor.

(iii) On a final invoice, if the payment amount is subject to contract settlement actions, acceptance occurs on the effective date of the contract settlement.

(2) The General Services Administration will issue payment on the due date in paragraph (a)(1)(i) of this clause if the Contractor complies with full cycle electronic commerce. Full cycle electronic commerce includes all the following elements:

(i) The Contractor must receive and fulfill electronic data interchange (EDI) purchase orders (transaction set 850).

(ii) The Contractor must generate and submit to the Government valid EDI invoices (transaction set 810) or submit invoices through the GSA Finance Center Internet-based invoice process. Internet-based invoices must be submitted using procedures provided by GSA.



(iii) The Contractor's financial institution must receive and process, on behalf of the Contractor, EFT payments through the Automated Clearing House (ACH) system.

(iv) The EDI transaction sets in paragraphs (a)(2)(i) through (a)(2)(iii) of this clause must adhere to implementation conventions provided by GSA.

(3) If any of the conditions in paragraph (a)(2) of this clause do not occur, the 10 day payment due dates in (a)(1) become 30 day payment due dates.

(4) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are—

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(5) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. Notwithstanding paragraph (g) of the clause at FAR 52.212-4, Contract Terms and Conditions—Commercial Items, if the Contractor submits hard-copy invoices, submit only an original invoice. No copies of the invoice are required. A proper invoice must include the items listed in paragraphs (a)(5)(i) through (a)(5)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice.



Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in paragraph (a)(5) of this clause.

- (i) Name and address of the Contractor.
- (ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (viii) Any other information or documentation required by the contract (such as evidence of shipment).
- (ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(6) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(6)(i) through (a)(6)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

- (i) A proper invoice was received by the designated billing office.
- (ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
- (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(7) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing



office failed to notify the Contractor of a defective invoice within the periods prescribed in paragraph (c)(5) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(8) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in paragraph (c)(7) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(9) Additional interest penalty.

(i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with paragraph (a)(9)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor—



- (A) Is owed an interest penalty of \$1 or more;
 - (B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and
 - (C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(9)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.
- (ii)
 - (A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall—
 - (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
 - (2) Attach a copy of the invoice on which the unpaid late payment interest was due; and
 - (3) State that payment of the principal has been received, including the date of receipt.
 - (B) Demands must be postmarked on or before the 40th day after payment was made, except that—
 - (1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or
 - (2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.
 - (iii)
 - (A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except—
 - (1) The additional penalty shall not exceed \$5,000;
 - (2) The additional penalty shall never be less than \$25; and
 - (3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.
 - (B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.
 - (C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.



(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments.

(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of clause)

I.4412.12

552.232-77 PAYMENT BY GOVERNMENT CHARGE CARD (NOV 2009)

(a) *Definitions.* “Governmentwide commercial purchase card” means a uniquely numbered charge card issued by a Contractor under the GSA SmartPay® program contract for Fleet, Travel, and Purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

“Oral order” means an order placed orally either in person or by telephone.

(b) At the option of the Government and if agreeable to the Contractor, payments of \$100,000 or less for oral or written orders may be made using the Governmentwide commercial purchase card.

(c) The Contractor shall not process a transaction for payment using the charge card until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder’s account for items returned as defective or faulty.



- (d) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

(End of Clause)

I.4112.13

552.237-71 QUALIFICATIONS OF EMPLOYEES (MAY 1989)

(a) The contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.

(b) The Contractor shall fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.

(c) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien

Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

(End of clause)

I.4112.14

552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999)

(a) *Deviations to FAR clauses.*

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.

(b) *Deviations to GSAR clauses.* This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.



(c) “*Substantially the same as*” clauses. Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of Clause)

I.4213 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES APPLICABLE AT THE ORDER LEVEL

The following clauses apply at the Order level, as applicable:

<u>Section</u>	<u>FAR Clause No.</u>	<u>Title and Date</u>
I.4213.1	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
1.4213.2	52.211-11	Liquidated Damages-Supplies, Services, or Research and Development (Sept 2000)
1.4213.3	52.211-15	Defense Priority and Allocation Requirement (Apr 2008)
1.4213.4	52.222-19	Child Labor-Cooperation with Authorities and Remedies (Oct 2016)
1.4213.5	52.222-20	Child Labor-Cooperation with Authorities and Remedies (May 2014)
I.4213.6	52.222-41	Service Contract Labor Standards (May 2014)
I.4213.7	52.222-55	Minimum Wages Under Executive Order 13658 (Dec 2015)
I.4213.8	52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)
I.4213.9	52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997)
I.4213.10	52.223-3 (Alternate I)	Hazardous Material Identification and Material Safety Data (JAN 1997), Alternate I (July 1995)
I. 4213.11	52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)
I.4213.12	52.223-10	Waste Reduction Program (MAY 2011)
I.4213.13	52.223-14	Minimum Wages Under Executive Order 13658 (Jun 2014)
I.4213.14	52.223-14 (Alternate I)	Minimum Wages Under Executive Order 13658



(Jun 2014), Alternate I (Jun 2014)

I. 42 13.15	52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)
I. 42 13.16	52.223-16	Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015)
I. 42 13.17	52.223-16, Alternate I	Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014), Alternate I (Jun 2014)
I. 42 13.18	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)
I. 42 13.19	52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014)
I. 42 13.20	52.225-3 (Alternate I)	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014), Alternate I (May 2014)
I. 42 13.21	52.225-3 (Alternate II)	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014), Alternate II (May 2014)
I. 42 13.22	52.225-3 (Alternate III)	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014), Alternate III (May 2014)
I. 42 13.23	52.225-5	Trade Agreements (Oct 2016)
I. 42 13.24	52.227-1	Authorization and Consent (Dec 2007)
I. 42 13.25	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
I. 42 13.26	52.227-3	Patent Indemnity (Apr 1984)
I. 42 13.27	52.227-14	Rights in Data-General (May 2014)
I. 42 13.28	52.227-14 (Alternate I)	Rights in Data-General (May 2014), Alternate I (Dec 2007)
I. 42 13.29	52.227-14 (Alternate II)	Rights in Data-General (May 2014), Alternate II (Dec 2007)
I. 42 13.30	52.228-5	Insurance-Work on a Government Installation (Jan 1997)
I. 42 13.31	52.229-6	Taxes-Foreign Fixed-Price Contracts (Feb 2013)
I. 42 13.32	52.232-16	Progress Payments (Apr 2012)
I. 42 13.33	52.232-16, Alternate I	Progress Payments (Apr 2012), Alternate I (Mar 2000)
I. 42 13.34	52.232-16, Alternate III	Progress Payments (Apr 2012), Alternate III (Apr 2003)
I. 42 13.35	52.232-17	Interest (May 2014)



I. 4213 .36	52.232-18	Availability of Funds (Apr 1984)
I. 4213 .37	52.232-36	Payment by Third Party (May 2014)
I. 4213 .38	52.232-37	Multiple Payment Arrangements (May 1999)
I. 4213 .39	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
I. 4213 .40	52.243-7	Notification of Changes (Jan 2017)
I. 4213 .41	52.245-1	Government Property (Jan 2017)
I. 4213 .42	52.245-1 (Alternate I)	Government Property (Jan 2017), Alternate I (Apr 2012)
I. 4213 .43	52.245-9	Use and Charges (Apr 2012)
I. 4213 .44	52.247-1	Commercial Bill of Lading Notations (Feb 2006)
I. 4213 .45	52.247-64	Commercial Bill of Lading Notations (Feb 2006)
I. 4213 .46	52.247-64 (Alternate I)	Commercial Bill of Lading Notations (Feb 2006), Alternate I (Apr 2003)
I. 4213 .47	52.247-64 (Alternate II)	Commercial Bill of Lading Notations (Feb 2006), Alternate II (Feb 2006)
I. 4213 .48	52.247-68	Report of Shipment (REPSHIP) (Feb 2006)
I. 4213 .49	52.251-1	Government Supply Sources (Apr 2012)

| **I.~~4213~~.50 52.222-42 STATEMENT OF EQUIVALENT RATES FOR
FEDERAL HIRES (May 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C. 5341](#) or [5332](#).

This Statement is for Information Only:

Employee Class Monetary Wage—Fringe Benefits

_____	_____
_____	_____
_____	_____
_____	_____

(End of Clause)



I.4213.51 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond _____. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.4213.52 52.245-2 Government Property Installation Operation Services (Apr 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

(End of clause)

(END OF SECTION I)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE N/A	PAGE 1 OF 3
2. AMENDMENT/MODIFICATION NUMBER P00001	3. EFFECTIVE DATE 10/16/2017	4. REQUISITION/PURCHASE REQUISITION NUMBER N/A	5. PROJECT NUMBER (If applicable)
6. ISSUED BY U.S. General Service Administration / FAS / ITC 1800 F Street NW, 4th floor/Office Symbol (QT2A1FB) Washington, DC 20405 (ATTN: Tracey Embry)	CODE QT2A1FB	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) TELECOMMUNICATION SYSTEMS, INC. 275 West St Annapolis MD 21401-3400 (DUNS: 196970503)		(X)	9A. AMENDMENT OF SOLICITATION NUMBER
			9B. DATED (SEE ITEM 11)
		(X)	10A. MODIFICATION OF CONTRACT/ORDER NUMBER GS00Q17NRD4016
			10B. DATED (SEE ITEM 13) 05/03/2017
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.212-4 (c) Contract Terms and Conditions-Commercial Items

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGES 2-3 CONTINUATION PAGES

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael S. Koesters Director, C&CT Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Tracey Embry, Contracting Officer
15B. CONTRACTOR/OFFEROR Michael S Koesters (Signature of person authorized to sign)	15C. DATE SIGNED 16 Oct 2016
16B. UNITED STATES OF AMERICA TRACEY EMBRY (Signature of Contracting Officer)	16C. DATE SIGNED 10/16/2017

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

1) The purpose of this modification is to effectuate the following changes:

- a) Incorporate the attached DD254 (Department of Defense Contract Security Classification Specification) and DD254 Addendum into the contract.
- b) Revise Section F.3 to reset the Basic Contract period of performance as follows:

FROM:

Base period 05/04/2017 through 05/03/2022
Option period 1 05/04/2022 through 05/03/2025
Option period 2 05/04/2025 through 05/03/2027

TO:

Base period 10/16/2017 through 10/15/2022
Option period 1 10/16/2022 through 10/15/2025
Option period 2 10/16/2025 through 10/15/2027

- c) Revise Section F.4, paragraph 1 as follows:

FROM:

The term for each Order placed under the Basic Contract shall be specified in the individual Order. Under no circumstances may an Order be placed under the Basic Contract if the Basic Contract has expired, or has been terminated or cancelled by the Government. Based upon the schedule in F.3, the Base Period expires May 3, 2022. If all options are exercised, the Basic Contract will expire on May 3, 2027. (See FAR 52.216-18, 52.216-19 and 52.216-22.) Task Order performance can be performed up to May 3, 2032, which is past the Basic Contract expiration date, only when: (1) orders are issued before May 3, 2027; and (2) options are included at initial issuance of the Order. The FAR Clause 52.217-8 Option to Extend Services cannot be used to extend work past October 31, 2031.

TO: (changes indicated in bold font)

The term for each Order placed under the Basic Contract shall be specified in the individual Order. Under no circumstances may an Order be placed under the Basic Contract if the Basic Contract has expired, or has been terminated or cancelled by the Government. Based upon the schedule in F.3, the Base Period expires **October 15, 2022**. If all options are exercised, the Basic Contract will expire on **October 15, 2027**. (See FAR 52.216-18, 52.216-19 and 52.216-22.) Task Order performance can be performed up to **October 15, 2032**, which is past the Basic Contract expiration date, only when: (1) orders are issued before **October 16, 2027**; and (2) options are included at initial issuance of the Order. The FAR Clause 52.217-8 Option to Extend Services cannot be used to extend work past **October 15, 2032**.

- d) Incorporate changes to Section G.5.1 and G.5.2 reporting requirements for the Monthly Business Volume (Sales) Report (MBVSR) and the Monthly Revenue Report (MRR), which are also reflected in changes to Section J, Attachments J-5 and J-6.
- 2) Sections F, G and Section J, Attachments J-5 and J-6 are hereby replaced in their entirety by the attached Sections.
- 3) The total estimated dollar value of the contract is unchanged by this modification.
- 4) Except as provided herein, all other terms and conditions remain unchanged and in full force and effect.



SECTION F

DELIVERIES OR PERFORMANCE

F.1 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far/>

(End of Clause)

F.1.1 52.242-15 Stop-Work Order (Aug 1989)

F.1.2 52.242-17 Government Delay of Work (Apr 1984)

F.2 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

APPLICABLE AT THE ORDER LEVEL

The following clauses apply at the Order level, as applicable, subject to specific delivery and performance requirements as set forth in the Order:

F.2.1 52.211-8 Time of Delivery (Jun 1997)

F.2.2 52.211-8 Time of Delivery, Alternate I (Apr 1984)

F.2.3 52.211-8 Time of Delivery, Alternate II (Apr 1984)

F.2.4 52.211-8 Time of Delivery, Alternate III (Apr 1984)

F.2.5 52.211-9 Desired and Required Time of Delivery (Jun 1997)

F.2.6 52.211-9 Desired and Required Time of Delivery, Alternate I (Apr 1984)

F.2.7 52.211-9 Desired and Required Time of Delivery, Alternate II (Apr 1984)

F.2.8 52.211-9 Desired and Required Time of Delivery, Alternate III (Apr 1984)

F.2.9 52.211-16 Variation in Quantity (Apr 1984)

F.2.10 52.211-17 Delivery of Excess Quantities (Sept 1989)

F.2.11 52.247-34 F.o.b. Destination (NOV 1991)



- F.2.12 52.247-35 F.o.b. Destination, With Consignee's Premises (APR 1984)**
- F.2.13 52.247-36 F.a.s. Vessel, Port of Shipment (Apr 1984)**
- F.2.14 52.247-37 F.o.b. Vessel, Port of Shipment (Apr 1984)**
- F.2.15 52.247-38 F.o.b. Inland Carrier, Point of Exportation (Feb 2006)**
- F.2.16 52.247-39 F.o.b. Inland Point, Country of Importation (Apr 1984)**
- F.2.17 52.247-40 Ex Dock, Pier, or Warehouse, Port of Importation (Apr 1984)**
- F.2.18 52.247-41 C.&F. Destination (Apr 1984)**
- F.2.19 52.247-42 C.i.f. Destination (Apr 1984)**
- F.2.20 52.247-43 F.o.b. Designated Air Carrier's Terminal, Point of Exportation (Feb 2006)**
- F.2.21 52.247-44 F.o.b. Designated Air Carrier's Terminal, Point of Importation (Apr 1984)**
- F.2.22 52.247-48 F.o.b. Destination-Evidence of Shipment (Feb 1999)**
- F.2.23 52.247-52 Clearance and Documentation Requirements-Shipments to DoD Air or Water Terminal Transshipment Points (Feb 2006)**
- F.2.24 52.247-55 F.o.b. Point for Delivery of Government-Furnished Property (June 2003)**
- F.2.25 52.247-58 Loading, Blocking, and Bracing of Freight Car Shipments (Apr 1984)**
- F.2.26 52.247-59 F.o.b. Origin-Carload and Truckload Shipments (Apr 1984)**
- F.2.27 52.247-61 F.o.b. Origin-Minimum Size of Shipments (Apr 1984)**
- F.2.28 52.247-65 F.o.b. Origin, Prepaid Freight-Small Package Shipments (Jan 1991)**
- F.2.29 52.247-57 Transportation Transit Privilege Credits (Apr 1984)**

(a) If the offeror has established with regulated common carriers transit privileges that can be applied to the supplies when shipped from the original source, the offeror is invited to propose to use these credits for shipping the supplies to the designated Government destinations. The offeror will ship these supplies under commercial bills of lading, paying all remaining transportation charges connected with the shipment, subject to reimbursement by the Government in an amount equal to the remaining charges but not exceeding the amount quoted by the offeror.



(b) After loading on the carrier's equipment and acceptance by the carrier, these shipments under paid commercial bills of lading will move for the account of and at the risk of the Government (unless, pursuant to the Changes clause, the office administering the contract directs use of Government bills of lading).

(c) The amount quoted below by the offeror represents the transportation costs in cents per 100 pounds (freight rate) for full carload/truckload shipments of the supplies from offeror's original source, via offeror's transit plant or point, to the Government destination(s) including the carrier's transit privilege charge, less the applicable transit credit (i.e., the amount (rate) initially paid to the carrier for shipment from original source to offeror's transit plant or point).

(d) The rate per CWT quoted will be used by the Government to evaluate the offered f.o.b. origin price unless a lower rate is applicable on the date of bid opening (or closing date specified for receipt of offers). To have the offer evaluated on this basis, the offeror must insert below the remaining transportation charges that the offeror agrees to pay, including any transit charges, subject to reimbursement by the Government, as explained in this clause, to destinations listed in the Schedule as follows:

Rate Per CWT in Cents: _____

To Destination: _____

(End of clause)

F.2.30 52.247-60 Guaranteed Shipping Characteristics (Jan 2017)

(a) The offeror is requested to complete paragraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in paragraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box ☐ Fiber Box ☐, Barrel ☐, Reel ☐, Drum ☐, Other (Specify) _____;

(ii) Shipping configuration: Knocked-down ☐, Set-up ☐, Nested ☐, Other (specify) _____;

(iii) Size of container: _____" (Length), × _____" (Width), × _____" (Height) = _____ Cubic Ft;



- (iv) Number of items per container _____ each;
(v) Gross weight of container and contents _____ Lbs;
(vi) Palletized/skidded ☐ Yes ☐ No;
(vii) Number of containers per pallet/skid _____;
(viii) Weight of empty pallet bottom/skid and sides _____ Lbs;
(ix) Size of pallet/skid and contents _____ Lbs Cube _____;
(x) Number of containers or pallets/skids per railcar _____ *
(A) Size of railcar _____
(B) Type of railcar _____
(xi) Number of containers or pallets/skids per trailer _____ *
(A) Size of trailer _____ Ft
(B) Type of trailer _____

* Number of complete units (line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation _____;
(ii) Tender/Tariff _____;
(iii) Item _____.
(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

F.2.31 52.247-62 Specific Quantities Unknown (Apr 1984)

(a) For the purpose of evaluating "f.o.b. destination" offers, the Government estimates that the quantity specified will be shipped to the destinations indicated:

Estimated Quantity	Destination(s)

(b) If the quantity shipped to each destination varies from the quantity estimated, and if the variation results in a change in the transportation costs, appropriate adjustment shall be made.

(End of clause)



F.3 TERM OF BASIC CONTRACT

The period of performance consists of one (1) five-year base period plus one (1) three-year option period and one (1) two-year option period (Ordering Period of Performance). The Government may unilaterally exercise the option periods.

Base period	10/16/2017 through 10/15/2022
Option period 1	10/16/2022 through 10/15/2025
Option period 2	10/16/2025 through 10/15/2027

The Government may extend the term of this contract by written notice in accordance with FAR 52.217-9, Option to Extend the Term of the Contract.

F.4 TASK ORDER PERIOD OF PERFORMANCE

The term for each Order placed under the Basic Contract shall be specified in the individual Order. Under no circumstances may an Order be placed under the Basic Contract if the Basic Contract has expired, or has been terminated or cancelled by the Government. Based upon the schedule in F.3, the Base Period expires October 15, 2022. If all options are exercised, the Basic Contract will expire on October 15, 2027. (See FAR 52.216-18, 52.216-19 and 52.216-22.) Task Order performance can be performed up to October 15, 2032, which is past the Basic Contract expiration date, only when: (1) orders are issued before October 15, 2027; and (2) options are included at initial issuance of the Order. The FAR Clause 52.217-8 Option to Extend Services cannot be used to extend work past October 15, 2032.

After the CS3 basic contract term expires, CS3 will remain an active contract until the final task order is closed-out and shall govern the terms and conditions with respect to active task orders to the same extent as if it were completed during the CS3 basic contract term.

Accordingly, the cumulative term of CS3 basic contract may span up to 10 years. No individual task orders may exceed ten (10) years, inclusive of options, from the date that the task order is placed; the cumulative term of all task orders placed under CS3 may span up to 15 years.

Notwithstanding anything to the contrary above, an ordering agency may place a multi-year task order under the CS3 Basic Contract; a task order using multi-year contracting methods must be consistent with FAR Subpart 17.1 and any applicable funding restrictions.



F.5 PLACE OF PERFORMANCE

The place of performance and/or delivery requirements will be specified in each individual order.

F.6 DELIVERIES

This section identifies the items that the Contractor shall deliver to the Government and/or the Government's agent(s) under the Basic Contract. Individual orders will have additional deliverables specified in each order. In this section, the items the Contractor delivers are called "deliverables."

The Contractor shall provide the deliverables in the media specified by the Government.

The Contractor shall provide the deliverables in "calendar" days unless otherwise specified. The deliverables include, but are not limited to, the items listed in Table F.6-1. The Government does not waive its right to request deliverables under the Basic Contract, even if such requirements are not specifically listed in this table.

Any inconsistency between Section F and Sections B, C, G, H, shall be resolved by giving Sections B, C, G and/or H precedence.

Table F.6-1 Contractor Deliverables

ID	SECTION	DELIVERABLE TITLE	FREQUENCY
1	C.2.1.4	Risk Management Framework Plan	60 days after award then annually
2	C.2.1.5	Corporate Climate Risk Management Plan	60 days after award then annually
3	C.2.4.9	DD Form 254, Contract Security Classification Specification	15 days after contract award then as needed
4	G.5.1	Monthly Business Volume (Sales) Report	Monthly
5	G.5.2	Monthly Revenue Report	Monthly
6	G.5.3	Annual Program Review Report	Annually, no later than 3 business days prior to the scheduled program review
7	G.5.4	Subcontracting Reports	See FAR Clause 52.219-9
8	G.7	Insurance	30 days after award then annually within 30 calendar days after the end of each year of the CS3 basic



			contract term
9	G.9	Marketing & Promotional Materials	Prior to distribution, GSA review and approval required
10	H.5	Draft News Releases	Prior to distribution, GSA review and approval required
11	G.11	Order Close-out Report	Annually, within 30 calendar days after the end of each year of the CS3 basic contract term
12	H.4	Redacted Contract/ Redacted Modifications	Within 15 calendar days of base contract award and all modifications

Information on how to submit the deliverables listed in the table above will be provided to the Contractors by the GSA SATCOM Program Management Office after contract award. Unless otherwise specified, submit to CS3@gsa.gov.

(END OF SECTION F)



SECTION G

CONTRACT ADMINISTRATION

G.1 AUTHORIZED USERS

Only authorized users may place orders under the Basic Contract. In order to qualify as an authorized user, a duly warranted Contracting Officer (as that term is defined in FAR Subpart 2.1) in good standing must have an appropriate signed delegation of procurement authority (DPA) from GSA. For purposes of this Basic Contract, these authorized users are identified as Ordering Contracting Officers (OCOs).

This Basic Contract is for use by all Federal agencies, and others as listed in General Services Administration (GSA) Order ADM 4800.2H, ELIGIBILITY TO USE GSA SOURCES OF SUPPLY AND SERVICES, June 2013, as modified from time to time.

G.2 ROLES AND RESPONSIBILITIES

This section describes the roles and responsibilities of Government personnel after Basic Contract award. The Government may modify the roles and responsibilities at any time during the period of performance of the Basic Contract.

G.2.1 GSA Program Manager (PM)

The Government has appointed a Program Manager (PM), who shall perform various programmatic functions for the overall success of the Future COMSATCOM Services Acquisition (FCSA) program, including Complex Commercial SATCOM Solutions (CS3). The PM has no actual, apparent or implied authority to bind the Government for any acts or omissions.

G.2.2 Procuring Contracting Officer (PCO)

The GSA PCO is the sole and exclusive Government Official with actual authority to award the Basic Contract. After award of the Basic Contract, the GSA PCO may delegate any or all of the contract administration functions described in FAR 42.302 and may appoint an Administrative Contracting Officer (ACO) to perform administration functions described in FAR 42.302.

G.2.3 Ordering Contracting Officer (OCO)

As described in Section G.1, only an authorized user, who is a delegated OCO, may place and administer an Order under the Basic Contract. A Statement of Work (SOW) or Performance Work Statement (PWS) must be submitted to the GSA PCO and GSA PM for a scope review according to Section G.3.2.



The OCO for each Order is the sole and exclusive Government Official with actual authority to take actions which may bind the Government for that Order. Contractors shall ensure that an OCO has the required DPA. Contractors that accept orders from a Government representative who does not have the authorized DPA do so at their own risk. To ensure the required delegation, Contractors may request a copy of the OCO delegation prior to award of an Order if the Contractor does not have a copy of the OCO delegation.

G.2.4 Contracting Officer's Representative (COR)

The PCO will designate a COR at the basic contract level to monitor the basic contract-level deliverables. At the Task Order level, the OCO may designate a COR to provide assistance to the OCO.

The specific rights and responsibilities of the CORs shall be described in writing, which upon request shall be provided to the Contractor. A COR has no actual, apparent or implied authority to bind the Government.

G.2.5 Ombudsman

Pursuant to FAR 16.505 (a)(10)(i) no protest is authorized in connection with the issuance or proposed issuance of an order under a task-order contract or delivery-order contract, except for (A) a protest on the grounds that the order increases the scope, period of performance, or maximum value of the contract; or (B) a protest of an order valued in excess of \$10 million.

GSA has appointed an Ombudsman to review complaints from Contractors and ensure they are afforded a fair opportunity to be considered. The Ombudsman is a senior GSA official who is independent of the GSA PCO or OCO.

G.3 ORDERING PROCEDURES

G.3.1 Ordering procedures must comply with the following:

G.3.1.1 FAR 16.505;

G.3.1.2 Orders are not exempt from the development of acquisition plans (see FAR Subpart 7.1), and an information technology acquisition strategy (see FAR Part 39);

G.3.1.3 The OCO shall include the evaluation procedures in Task Order Requests (TORs) and establish the time frame for responding to TORs, giving Offerors a reasonable proposal preparation time while taking into account the unique requirements and circumstances of the effort;



- G.3.1.4** Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the Basic Contract;
- G.3.1.5** All costs associated with the preparation, presentation, and discussion of the Offeror's proposal in response to a TOR will be at the Offeror's sole and exclusive expense; and
- G.3.1.6** All orders placed under the Basic Contract are subject to the terms and conditions of the Basic Contract at time of order award. In the event of any conflict between the Order and the Basic Contract, the Basic Contract will take precedence.
- G.3.1.7** Orders placed by OCOs may include required Agency provisions/clauses.
- G.3.1.8** Orders may be issued by any electronic commerce methods deemed acceptable by the Ordering Activity.

G.3.2 Statement of Work/Performance Work Statement

Per FAR 37.102(e), to the maximum extent practicable, the Ordering Activity shall describe the need to be filled using performance-based acquisition methods. A written SOW or PWS will always be used. The OCO will provide the SOW/PWS to the GSA PCO and GSA PM. The GSA PCO will provide a scope determination to the OCO.

Any changes to the SOW/PWS or expansion of the original requirement will require an additional scope review by the GSA PCO.

Scope reviews can be conducted by GSA and completed in parallel with the OCO's Task Order acquisition activities. In Task Orders requiring immediate delivery of service for an urgent requirement, the GSA scope review may be completed after the Task Order is awarded.

G.3.3 Fair Opportunity

OCO's must follow the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2). Use of the GSA eBuy system by the OCO will ensure that all Basic contract holders are notified of each Task Order request. Information and instruction on the use of the eBuy system is furnished at www.gsa.gov/ebuy

G.3.4 Order Evaluation

FAR Subpart 15.3 does not apply to the ordering process. Formal evaluation plans or scoring of quotes or offers are not required; however, the OCO must consider price



under each Order as one of the factors in the selection decision pursuant to FAR 16.505(b)(1)(ii)(E).

G.3.5 Subcontractors

The Government has not pre-approved any Subcontractors in making awards for the Basic Contract. If a Contractor proposes a Subcontractor for work performed under an Order, the Contractor must comply with FAR 52.244-6 and/or FAR 52.244-2, and FAR Part 44. The Government reserves the right to determine the responsibility of prospective major Subcontractors.

G.4 BILLING AND INVOICING

The Contractor shall submit invoices directly to the address designated by the OCO on the Task Order.

G.4.1 System for Award Management (SAM)

Contractors shall register in the System for Award Management (SAM), which is a central database of data in support of Agency missions, prior to being awarded a contract (FAR 52.204-7). Registration requires that the Contractor be issued a Data Universal Numbering System (DUNS) number. Contractors may obtain information on registration at <https://www.acquisition.gov>. Contractors may obtain a DUNS number via the Internet at <http://fedgov.dnb.com/webform>.

G.4.2 GSA Management Fee

The GSA Management Fee for the CS3 contracts is two percent (2%). This fee shall be included in all prices. The Contractor shall not invoice for the GSA Management Fee as a separate line item.

The Contractor shall make Electronic Funds Transfer (EFT) arrangements for payment of the GSA Management Fee. The Contractor shall forward fees collected to the GSA Finance Office by EFT within 30 calendar days of the close of each calendar month for which the fees apply. Failure to pay the fee within 60 calendar days may result in termination of this contract.

G.5 REPORTING REQUIREMENTS

The Monthly Business Volume (Sales) Report and Monthly Revenue Report identified in this section shall be remitted to GSA via the GSA SATCOM Report Portal. Information on how to access the portal will be provided to the Contractors by GSA after contract award.



G.5.1 Monthly Business Volume (Sales) Report

The Contractor shall provide Monthly Business Volume (Sales) Reports using the format specified in Section J, Attachment J-5, in Microsoft Excel 2007 format. The Report shall be remitted to GSA via the GSA SATCOM Report Portal.

Business Volume is calculated as the total amount of a Task Order received by the Contractor that period. The reporting period shall be for the beginning through the end of the previous month and reports are due by the 15th calendar day of each month. If there are no orders received during the reporting period, the report is still required and shall state "no ordering activity" for that period.

The Monthly Business Volume (Sales) Report consists of two worksheets:

- Sales Data Worksheet
- Line Item Data Worksheet

G.5.1.1 Sales Data Worksheet – The Sales Data Worksheet shall contain the following information:

G.5.1.1.1 Title – "CS3 Monthly Business Volume (Sales) Report"

G.5.1.1.2 Reporting Period – The monthly reporting period in which orders were received, from the beginning through the last day of the month.

For each Task Order:

G.5.1.1.3 Contractor Name – Company name

G.5.1.1.4 Contract Number – GSA CS3 Contract Number

G.5.1.1.5 Agency Name – Name of the Agency that will receive the products and/or services.

G.5.1.1.6 Ordering Activity – Name of the contracting organization that issued the Task Order.

G.5.1.1.7 Contracting Officer Name – First and Last name of the Contracting Officer that issued the order.

G.5.1.1.8 Contracting Officer Phone Number – Phone number of the Contracting Officer that issued the order. Format (xxx) xxx-xxxx.



G.5.1.1.9 Contracting Officer Email – Email address of the Contracting Officer that issued the order.

G.5.1.1.10 Order Number – The order number assigned by the Ordering Activity.

G.5.1.1.11 Modification Number – The modification number assigned by the Ordering Activity.

G.5.1.1.12 Date of Order – The date the order or modification is signed by the Contracting Officer.

G.5.1.1.13 Description of Requirement – A brief description of the equipment and/or services. Please include applicable narrative such as MSS, FSS, leased service, modification, in support of, etc., to provide further clarification.

G.5.1.1.14 Period of Performance Start Date – The actual date the service is scheduled to begin. This should be identified within the Task Order. Do not report option periods unless exercised by the Ordering Activity.

G.5.1.1.15 Period of Performance End Date – The actual date the service is scheduled to end. This should be identified within the Task Order. Do not report option periods unless exercised by the Ordering Activity.

G.5.1.1.16 Total Order Value – Total dollar amount awarded/obligated on the Task Order, not including options.

G.5.1.1.17 Total Sales this Month – Cumulative total value of Task Orders for this month.

G.5.1.1.18 Cumulative Sales to Date – Cumulative total of all Task Orders, and associated modifications, since contract award.

G.5.1.2 Line Item Data Worksheet

For each Task Order, provide information for each line item purchased on the order.

G.5.1.2.1 Order Number – The order number assigned by the Ordering Activity.



- G.5.1.2.2 Modification Number** – The modification number assigned by the Ordering Activity.
- G.5.1.2.3 Date of Order** – The date the order or modification is signed by the Contracting Officer.
- G.5.1.2.4 Line Item Number** - Contract Line Item Number of the product of service purchased.
- G.5.1.2.5 Line Item Category** - Classification of the line item into one of either "Bandwidth", "Equipment", "Teleport", "Terrestrial", "HNA", "Labor", or "Other".
- G.5.1.2.6 CLIN Period of Performance Start Date** – The actual date the service is scheduled to begin for the line item. This could be different than the overall period of performance for the Task Order.
- G.5.1.2.7 CLIN Period of Performance End Date** – The actual date the service is scheduled to end for the line item. This could be different than the overall period of performance for the Task Order
- G.5.1.2.8 Line Item Description** - Provide product or service description for each line item purchased. Please include Contract Line Item Number description shown on award document.
- G.5.1.2.9 Quantity Sold** – The quantity of the item sold.
- G.5.1.2.10 Unit** – Identify unit measure (e.g., each, lot, minute, day, month, quarter, annual, etc.)
- G.5.1.2.11 Unit Price** – Cost per unit
- G.5.1.2.12 Extended Price** – Unit Price multiplied by Quantity Sold
- G.5.1.2.13 Frequency Band** – The portion of the electromagnetic spectrum within a specified upper- and lower-frequency limit (e.g., C-, Ka-, K-, Ku-, X-band).
- G.5.1.2.14 Bandwidth Capacity** – The information carrying ability of the bandwidth purchased by the Ordering Activity measured in MHz (e.g. 36).
- G.5.1.2.15 Data Rate** – The rate at which a channel carries data, measured in Kbps (e.g., 256). Sometimes described in terms of Committed Information Rate (CIR) and Burst Information Rate (BIR).



G.5.1.2.16 Regional Coverage – The geographic area serviced by satellite beam.

G.5.1.2.17 Satellite Name or Number – The satellite name/number providing the service.

Use the following file naming conventions for Monthly Business Volume (Sales) Reports (MBVSR) uploaded to the Portal:

- Vendor Name, Contract Type, MBVSR, Month, Year

Examples:

SATCOM 101 Inc – CS3 MBVSR – 12-2017

SATCOM 101 Inc – CS3 MBVSR – Dec 2017

The Contractor shall also post copies of each Task Order received during the reporting period to the GSA SATCOM Report Portal on the 15th calendar day of each month.

G.5.2 Monthly Revenue Report

The Contractor shall provide a Monthly Revenue Report (MRR) using the format specified in Section J, Attachment J-6, in Microsoft Excel 2007 format on the 15th calendar day of each month. The Report shall be remitted to GSA via the GSA SATCOM Report Portal.

The report shall provide details for the GSA Management Fee (G.4.2) relating back to individual Task Orders that have been invoiced by the Contractor and paid by the Ordering Agency.

G.5.2.1 The monthly revenue report shall contain, at a minimum, the following information:

G.5.2.1.1 Title – “CS3 Monthly Revenue Report”

G.5.2.1.2 Reporting Period – The monthly reporting period in which invoices were received. Usually from 1st day of the month through the last day of the month.

For each invoice payment:

G.5.2.1.3 Contractor Name – Company name

G.5.2.1.4 Contract Number – GSA CS3 Contract Number



G.5.2.1.5 Task Order Number – The order number assigned by the Ordering Activity.

G.5.2.1.6 Date Payment Received – Date the payment is received by the Contractor from the Ordering Agency. This may be in the form of a check or electronic funds transfer.

G.5.2.1.7 Invoice Number – Tracking number of the invoice

G.5.2.1.8 Agency Name – Name of the Agency that received the products or services.

G.5.2.1.9 Amount Received from Agency – Total dollar amount received in payment by the Contractor, from the Agency receiving the products or services.

G.5.2.1.10 GSA Management Fee Due (2%) – This fee is 2% of the total payment amount received from the Agency for a specific order.

G.5.2.1.11 Previous Monthly Balance – Amount management fees the Contractor owes GSA from the previous month

G.5.2.1.12 Current Monthly Amount Remitted to GSA – GSA Management fee amount that the Contractor submitted to GSA for the current month's reporting period.

G.5.2.1.13 Remaining Balance/Carryover to Next Month – This is the total amount of GSA Management fee due for the current month plus the previous month's balance minus the amount submitted to GSA for the current month.

G.5.2.1.14 EFT Number – Transaction identification number of Electronic Funds Transfer (EFT). If more than one EFT payment is submitted for the reporting period, the Contractor shall identify all EFT Numbers and Amounts for the reporting period. The total EFT Amount(s) shall total the "Current Monthly Amount Remitted to GSA" identified on the report.

G.5.2.1.15 EFT Date – Enter the date of the EFT payment

G.5.2.1.16 EFT Amount – Enter the amount of the EFT payment

Use the following file naming conventions for Monthly Revenue Reports uploaded to the Portal:

- Vendor Name, Contract Type, MRR, Month, Year



Examples:

SATCOM 101 Inc – CS3 MRR – 11-2017

SATCOM 101 Inc – CS3 MRR – Nov 2017

G.5.3 Annual Program Review Report

The Contractor shall provide an annual program report covering the topics specified below to the GSA PCO and GSA PM via e-mail. The report shall be submitted no later than 3 business days prior to the scheduled annual program review. See Section G.6.

G.5.3.1 The Annual Program Review Report shall cover the following topics:

G.5.3.1.1 Task Order Performance

G.5.3.1.1.1 Identify all Task Orders in progress and completed in the past year.

G.5.3.1.1.2 Identify the quality of performance for each Task Order and identify any issues and resolution actions/plan.

G.5.3.1.2 Contract status, projected business volume forecast, upcoming opportunities, marketing, conferences, and any other outstanding issues.

G.5.3.1.3 Additional Topics as identified by the GSA PCO.

G.5.4 Subcontracting Reports *[REQUIRED FOR OTHER THAN SMALL BUSINESS CONCERNS ONLY]*

CS3 Contractors that are other than small business concerns shall submit a small business subcontracting plan as well as submit periodic reports which show compliance with the subcontracting plan. Contractors added to the pool of other than small businesses through the Open Season procedures shall adhere to the requirements of this section (see Section H.16).

The preferred type of small business subcontracting plan for CS3 is the Commercial Plan. However, a Contractor may choose to submit any type of Subcontracting Plan, including a DoD Comprehensive Subcontracting Plan if already approved by the Defense Contract Management Agency (DCMA). The Commercial Plan relates to the Contractor's planned subcontracting generally, for both commercial and government business, rather than solely to the government contract. The Commercial Plan covers the Contractor's fiscal year and applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line.) This type of Plan does not require submission of the Individual Subcontracting Report (ISR); this Plan requires submission of the Summary Subcontracting Report



(SSR). Per FAR 19.704(d) and clause 52.219-9(g), the Commercial Plan is the preferred type of Plan for contractors furnishing commercial items. The ISR and SSR shall be submitted electronically via the Electronic Subcontract Reporting System (eSRS) at www.esrs.gov

Reports are required when due regardless of whether there has been any subcontracting activity since the inception of the contract or since the previous report. See FAR 52.219-9 Small Business Subcontracting Plan.

G.6 PROGRAM REVIEWS

The Contractor shall attend an annual program review with the GSA Program Office. These reviews may be held at the GSA or Contractor facility. Agenda items may include, but are not limited to: Task Order and Service Level Agreement performance against Task Order metrics, contract status, projected business volume forecast, upcoming opportunities, marketing, conferences, and any other outstanding issues. Program Reviews will be conducted at no additional cost to the Government.

G.7 INSURANCE

The insurance coverage specified in FAR Subpart 28.3, Insurance, is the minimum insurance requirement for CS3.

The OCO may require additional insurance coverage or higher limits specific to a task order awarded under CS3. If the task order does not specify any insurance coverage amounts, the minimum insurance requirements in FAR Subpart 28.3 shall apply to the task order. OCOs must tailor insurance coverage clauses, provisions, and other applicable terms and conditions specific to each task order's contract type, solicitation, and award.

The Contractor must maintain the minimum insurance coverage for the entire term of CS3. The Contractor shall notify the CS3 PCO and designated OCO for affected task orders, in writing, if there are any changes in the status of their insurance coverage and provide the reasons for the change and copies of the ACORD® Certificate of Liability Insurance form, as applicable.

G.8 CONTRACT MANAGEMENT OF PAST PERFORMANCE AFTER AWARD

The Government will evaluate Contractor performance in accordance with the criteria under FAR Subpart 42.15.

Contractors will be required to register in the appropriate past performance assessment systems to review and respond to their surveys as prescribed by the OCO at the Order level.



G.9 MARKETING

The Contractor is responsible for ongoing sales and marketing during the life of this contract, which may include developing company specific brochures for distribution at trade shows, conferences, seminars, etc. All marketing and promotional materials, including information on the Contractor webpage, shall be submitted to the GSA Program Office and approved by GSA prior to distribution. Marketing materials may be co-branded with marks owned or licensed by the Contractor and GSA, as long as they comply with GSAM 552.203-71, Restriction on Advertising.

G.10 EQUIPMENT REMOVAL

All Contractor-owned equipment, accessories, and devices located on Government property shall be dismantled and removed from Government premises by the Contractor, at the Contractor's expense, within 90 calendar days after the service termination date. All dismantling and removal of equipment shall be performed by the Contractor during normal Government business hours at the location. Advance notice must be provided to the local OCO assigned contact to ensure that such dismantling and removal occurs with a minimum of disruption. Exceptions to this requirement shall be mutually agreed upon and written notice issued by the OCO.

G.11 CONTRACT CLOSEOUT

G.11.1 Contract closeout shall be accomplished within the guidelines set forth in:

G.11.1.1 FAR Part 4.8 Government Contract Files.

G.11.1.2 FAR Part 42 Contract Administration and Audit Services.

G.11.1.3 GSAM Subpart 504.8 Government Contract Files.

G.11.2 The Contractor agrees to cooperate with the OCO to close out task orders after expiration, cancellation, or termination.

G.12 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES

G.12.1 552.216-74 Task-Order and Delivery-Order Ombudsman (Jan 2017)

(a) GSA has designated a Task-Order and Delivery-Order Ombudsman who will review complaints from contractors and ensure that they are afforded a fair opportunity for



consideration in the award of task or delivery orders under Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, consisten with the procedures in the contract. Written complaints shall be submitted to the Ombudsman, with a copy to the Contracting Officer.

(b) In the case that the contractor is not satisfied with the resolution of the complaint by the GSA Task-Order and Delivery-Order Ombudsman, the contractor may follow the procedures outlined in subpart 33.1.

(c) The GSA Task-Order and Delivery-Order Ombudsman is located at the General Services Administration (GSA), Office of Government-wide Policy (OGP), Office of Acquisition Policy (MV). Contact information for the GSA Task-Order and Delivery-Order Ombudsman can be found at: <http://www.gsa.gov/ombudsman>.

(End of clause)

G.12.2 552.228-5 Government As Additional Insured (Jan 2016)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance—Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

(End of clause)

(END OF SECTION G)



ATTACHMENT J-5 CS3 Monthly Business Volume (Sales) Report

CS3 Monthly Business Volume (Sales) Report

1. SALES DATA WORKSHEET

Contractor Name – Your Company Name

Contract Number – Your CS3 Contract Number

Agency Name – Name of the Agency that will receive the products and/or services.

Ordering Activity – Name of the contracting organization that issued the task order.

Contracting Officer Name – First and Last Name of the Contracting Officer that issued the order.

Contracting Officer Phone Number – Phone Number of the Contracting Officer that issued the order. Format: (xxx) xxx-xxx

Contracting Officer E-mail – E-mail address of the Contracting Officer that issued the order.

CS3 Tracking Number – This is the alphanumeric CS3 Tracking Number (Format: CS3XXXX) provided by the GSA FCSA PMO.

Order Number – The order number "assigned" by the Ordering Activity that issued the order.

Modification Number – The contract modification number "assigned" by the Ordering Activity, if applicable.

Date of Order – The date the order or modification is signed by the Contracting Officer. This is typically located as Item 31c on Standard Form 1449 – Solicitation/Contract/Order for Commercial Items or Block 16C on Standard Form 30 - Amendment of Solicitation/Modification of Contract. Format: MM/DD/YYYY

Description of Requirement – A brief description of the equipment and/or services. Please include applicable narrative such as MSS, FSS, leased service, modification, in support of, etc., to provide further clarification.

Period of Performance Start Date – The actual date the service is scheduled to begin. This should be identified within the Task Order. Do not report option periods unless exercised by the Ordering Activity.

Period of Performance End Date – The actual date the service is scheduled to end. This should be identified within the Task Order. Do not report option periods unless exercised by the Ordering Activity.

Total Order Value – Total dollar amount awarded/obligated on the task order, not including options.

Total Sales this Month – Cumulative total value of Task Orders for this month.

Cumulative Sales to Date – Cumulative total of all Task Orders, and associated modifications, since contract award.

2. LINE ITEM DATA WORKSHEET

CS3 Tracking Number – This is the alphanumeric CS3 Tracking Number (Format: CS3XXXX) provided by the GSA FCSA PMO.

Order Number – The order number assigned by the Ordering Agency that issued the order.

Modification Number – The modification number "assigned" by the Ordering Activity (e.g., P00001).

Date of Order – The date the order or modification is signed by the Contracting Officer. This is typically located as Item 31c on Standard Form 1449 – Solicitation/Contract/Order for Commercial Items or Block 16C on Standard Form 30 - Amendment of Solicitation/Modification of Contract. Format: M/DD/YYYY

Line Item Number – Contract Line Item Number of the product of service purchased.

Line Item Category – Classification of the line item into one of either "Bandwidth", "Equipment", "Teleport", "Terrestrial", "HNA", "Labor", or "Other".

CLIN Period of Performance Start Date – The actual date the service is scheduled to begin for the line item. This could be different than the overall period of performance for the Task Order.

CLIN Period of Performance End Date – The actual date the service is scheduled to end for the line item. This could be different than the overall period of performance for the Task Order

Line Item Description – Provide product or service description for each line item purchased. Please include Contract Line Item Number description shown on award document.

Quantity Sold – The quantity of the item sold.

Unit – Identify unit measure (e.g., each, lot, minute, day, month, quarter, annual, etc.)

Unit Price – Cost per unit.

Extended Price – Unit Price multiplied by Quantity Sold.

Frequency Band – The portion of the electromagnetic spectrum within a specified upper- and lower-frequency limit (e.g., C-, Ka-, K-, Ku-, X-band).

Bandwidth Capacity – The information carrying ability of the bandwidth purchased by the Ordering Activity measured in MHz (e.g. 36).

Data Rate – The rate at which a channel carries data, measured in Kbps (e.g., 256). Sometimes described in terms of Committed Information Rate (CIR) and Burst Information Rate (BIR).

Regional Coverage – The geographic area serviced by satellite beam.

Satellite Name or Number – The satellite name/number providing the service.

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: October 01, 2017 to October 31, 2017

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: November 01, 2017 to November 30, 2017

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: December 01, 2017 to December 31, 2017

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: January 01, 2018 to January 31, 2018

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: February 01, 2018 to February 28, 2018

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: March 01, 2018 to March 31, 2018

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
											Total Sales this Month	\$ -	
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: April 01, 2018 to April 30, 2018

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: May 01, 2018 to May 31, 2018

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: June 01, 2018 to June 30, 2018

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: July 01, 2018 to July 31, 2018

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: August 01, 2018 to August 31, 2018

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: September 01, 2018 to September 30, 2018

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: October 01, 2018 to October 31, 2018

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification n Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: November 01, 2018 to November 30, 2018

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: December 01, 2018 to December 31, 2018

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: January 01, 2019 to January 31, 2019

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: February 01, 2019 to February 28, 2019

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: March 01, 2019 to March 31, 2019

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification n Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: April 01, 2019 to April 30, 2019

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: May 01, 2019 to May 31, 2019

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: June 01, 2019 to June 30, 2019

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: July 01, 2019 to July 31, 2019

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: August 01, 2019 to August 31, 2019

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: September 01, 2019 to September 30, 2019

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: October 01, 2019 to October 31, 2019

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: November 01, 2019 to November 30, 2019

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: December 01, 2019 to Decvember 31, 2019

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: January 01, 2020 to January 31, 2020

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: February 01, 2020 to February 28, 2020

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification n Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: March 01, 2020 to March 31, 2020

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: April 01, 2020 to April 30, 2020

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: May 01, 2020 to May 31, 2020

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)

CS3 Monthly Business Volume (Sales) Report

Reporting Period: June 01, 2020 to June 30, 2020

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: July 01, 2020 to July 31, 2020

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: August 01, 2020 to August 31, 2020

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]

SECTION J, Attachment J-5 (CS3 RFP: Solicitation #: QTA0015SDA4003)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: September 01, 2020 to September 30, 2020

Contractor Name	Contract Number	Agency Name	Ordering Activity	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Order Number	Modification Number	Date of Order	Description of Requirement	Period of Performance Start Date	Period of Performance End Date	Total Order Value
TeleCommunication Systems, Inc.	GS00Q17NRD4016		No new orders.										
											Total Sales this Month		\$ -
											Cumulative Sales to Date		

[illegible]



ATTACHMENT J-6 CS3 Monthly Revenue Report

CS3 Monthly Revenue Report

Reporting Period - Identify the current Reporting Period (e.g., October 1, 20XX to

Contractor Name – Your Company Name

Contract Number – Your CS3 Contract Number

Task Order Number – The order number “assigned” by the Ordering Agency.

Date Received Payment - Date the payment is received by the vendor from the Agency.

Invoice Number - Tracking number of the invoice

Agency Name - Name of Agency

Amount Received from Agency - Total dollar amount received in payment to the Contractor from the Agency receiving the products and services.

GSA Management Fee Due (2%) - This fee is 2% of the total payment amount received

Previous Monthly Balance - Amount management fees the Contractor owes GSA from

Current Monthly Amount Remitted to GSA - GSA Management fee amount that the Contractor submitted to GSA for the current month's reporting period.

Remaining Balance/Carryover to Next Month - This is the total amount of GSA Management fee due for the current month plus the previous month's balance minus the

more than one EFT payment is submitted for the reporting period, the Contractor shall identify all EFT Numbers and Amounts for the reporting period. The total EFT Amount(s) shall total the “Current Monthly Amount Remitted to GSA” identified on the

EFT Date - Enter the date of the EFT payment

EFT Amount - Enter the amount of the EFT payment

SECTION J, Attachment J-6 (CS3 RFP: Solicitation #: QTA0015SDA4003)

CS3 Monthly Revenue Report

Reporting Period: October 01, 2017 to October 31, 2017

Contractor Name	Contract Number	Task Order Number	Date Received Payment	Invoice Number	Agency Name	Amount Received from Agency	GSA Management Fee Due (2%)
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTALS						\$ -	\$ -

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

SECTION J, Attachment J-6 (CS3 RFP: Solicitation #: QTA0015SDA4003)

CS3 Monthly Revenue Report

Reporting Period: November 01, 2017 to November 30, 2017

Contractor Name	Contract Number	Task Order Number	Date Received Payment	Invoice Number	Agency Name	Amount Received from Agency	GSA Management Fee Due (2%)
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
					TOTALS	\$ -	\$ -

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

Reporting Period: December 01, 2017 to December 31, 2017

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

Reporting Period: January 01, 2018 to January 31, 2018

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

Reporting Period: February 01, 2018 to February 28, 2018

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

Reporting Period: March 01, 2018 to March 31, 2018

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

SECTION J, Attachment J-6 (CS3 RFP: Solicitation #: QTA0015SDA4003)

CS3 Monthly Revenue Report

Reporting Period: April 01, 2018 to April 30, 2018

Contractor Name	Contract Number	Task Order Number	Date Received Payment	Invoice Number	Agency Name	Amount Received from Agency	GSA Management Fee Due (2%)
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
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							\$ -
							\$ -
							\$ -
							\$ -
TOTALS						\$ -	\$ -

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

Reporting Period: May 01, 2018 to May 31, 2018

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

Reporting Period: June 01, 2018 to June 30, 2018

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

Reporting Period: July 01, 2018 to July 31, 2018

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

Reporting Period: August 01, 2018 to August 31, 2018

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

SECTION J, Attachment J-6 (CS3 RFP: Solicitation #: QTA0015SDA4003)

CS3 Monthly Revenue Report

Reporting Period: September 01, 2018 to September 30, 2018

Contractor Name	Contract Number	Task Order Number	Date Received Payment	Invoice Number	Agency Name	Amount Received from Agency	GSA Management Fee Due (2%)
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
					TOTALS	\$ -	\$ -

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

CS3 Monthly Revenue Report

Contractor Name	Contract Number	Task Order Number	Date Received Payment	Invoice Number	Agency Name	Amount Received from Agency	GSA Management Fee Due (2%)
TeleCommunication Systems, Inc.	GS00Q17NRD4016	No Awards					\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTALS						\$ -	\$ -

[illegible]

Reporting Period: November 01, 2018 to November 30, 2018

Reporting Period: November 01, 2018 to November 30, 2018

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

Reporting Period: December 01, 2018 to December 31, 2018

Reporting Period: December 01, 2018 to December 31, 2018

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

Reporting Period: January 01, 2019 to January 31, 2019

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

Reporting Period: February 01, 2019 to February 28, 2019

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

Reporting Period: March 01, 2019 to March 31, 2019

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

Reporting Period: April 01, 2019 to April 30, 2019

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

Reporting Period: May 01, 2019 to May 31, 2019

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

Reporting Period: June 01, 2019 to June 30, 2019

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

Reporting Period: July 01, 2019 to July 31, 2019

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

Reporting Period: August 01, 2019 to August 31, 2019

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

Reporting Period: September 01, 2019 to September 30, 2019

	TOTALS	\$ -	\$ -
--	--------	------	------

Current Monthly Amount Remitted to GSA	
--	--

Remaining Balance/Carryover to Next Month	\$ -
---	------

[illegible]

CS3 Monthly Revenue Report

Received		
----------	--	--

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

Reporting Period: November 01, 2019 to November 30, 2019

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

CS3 Monthly Revenue Report

Reporting Period: December 01, 2019 to December 31, 2019

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

CS3 Monthly Revenue Report

Received		
----------	--	--

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

Reporting Period: February 01, 2020 to February 28, 2020

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

Reporting Period: March 01, 2020 to March 31, 2020

Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

Reporting Period: April 01, 2020 to April 30, 2020

[illegible]

CS3 Monthly Revenue Report

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Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

CS3 Monthly Revenue Report

[illegible][illegible]

CS3 Monthly Revenue Report

Reporting Period: July 01, 2020 to July 31, 2020

	TOTALS	\$ -	\$ -
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Previous Monthly Balance	
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Current Monthly Amount Remitted to GSA	
--	--

Remaining Balance/Carryover to Next Month	\$ -
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[illegible]

CS3 Monthly Revenue Report

Contractor Name	Contract Number	Task Order Number	Date Received Payment	Invoice Number	Agency Name	Amount Received from Agency	GSA Management Fee Due (2%)
TeleCommunication Systems, Inc.	GS00Q17NRD4016	No Awards					\$ -
							\$ -
							\$ -
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							\$ -
							\$ -
TOTALS						\$ -	\$ -

[illegible]

CS3 Monthly Revenue Report

Reporting Period: September 01, 2020 to September 30, 2020

Reporting Period: September 01, 2019 to September 30, 2019							
Contractor Name	Contract Number	Task Order Number	Date Received Payment	Invoice Number	Agency Name	Amount Received from Agency	GSA Management Fee Due (2%)
TeleCommunication Systems, Inc.	GS00Q17NRD4016	No Awards					\$ -
							\$ -
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Previous Monthly Balance	
Current Monthly Amount Remitted to GSA	
Remaining Balance/Carryover to Next Month	\$ -

[illegible]

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 1 PAGES						
2. CONTRACT (Proc. Inst. Ident.) NO. GS00Q17NRD4016		3. EFFECTIVE DATE 05/03/2017		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. QP0022098							
5. ISSUED BY U.S. General Services Administration Federal Acquisition Service, Information Technology Category 1800 F Street, NW, 4th Floor, Washington DC 20405		6. ADMINISTERED BY (If other than item 5)		CODE							
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TeleCommunication Systems, Inc. 275 West St Annapolis MD 21401-3400 (DUNS: 196970503)		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT							
CODE		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN							
11. SHIP TO/MARK FOR U.S. General Services Administration FAS/ITC 1800 F Street, NW, 4th Floor, Washington DC 20405		12. PAYMENT WILL BE MADE BY Financial Operations and Disbursement Branch P.O. Box 419279 1500 E. Bannister Road, Room 1011, Kansas City, MO 64141		14. ACCOUNTING AND APPROPRIATION DATA 2017. 2017. . 285F. IT21. 00. Q00TC000. AF140. H08.							
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 3304(a)		15A. ITEM NO. 15B. SUPPLIES/SERVICES 15C. QUANTITY 15D. UNIT 15E. UNIT PRICE 15F. AMOUNT									
		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"></td> <td style="width:35%;">minimum revenue guarantee (IAW CS3 Contract Section B.3)</td> <td style="width:10%; text-align: center;">1</td> <td style="width:5%; text-align: center;">1</td> <td style="width:15%; text-align: right;">1,000.00</td> <td style="width:20%; text-align: right;">1,000.00</td> </tr> </table>					minimum revenue guarantee (IAW CS3 Contract Section B.3)	1	1	1,000.00	1,000.00
	minimum revenue guarantee (IAW CS3 Contract Section B.3)	1	1	1,000.00	1,000.00						
		15G. TOTAL AMOUNT OF CONTRACT \$ 1,000.00									
16. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)				
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES							
X	A	SOLICITATION/CONTRACT FORM	01	X	I	CONTRACT CLAUSES	38				
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	25	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.							
X	C	DESCRIPTION/SPECS./WORK STATEMENT	18	X	J	LIST OF ATTACHMENTS	138				
X	D	PACKAGING AND MARKING	04	PART IV - REPRESENTATIONS AND INSTRUCTIONS							
X	E	INSPECTION AND ACCEPTANCE	01		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS					
X	F	DELIVERIES OR PERFORMANCE	07		L	INSTRS., CONDS., AND NOTICES TO OFFERORS					
X	G	CONTRACT ADMINISTRATION DATA	14		M	EVALUATION FACTORS FOR AWARD					
X	H	SPECIAL CONTRACT REQUIREMENTS	07								
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE											
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>one (1)</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)							
19A. NAME AND TITLE OF SIGNER (Type or Print) <div style="background-color: black; height: 1.2em; width: 100%;"></div>				20A. NAME OF CONTRACTING OFFICER Tracey Embry							
19B. NAME OF CONTRACTOR BY		19C. DATE SIGNED 2 May 2017		20B. UNITED STATES OF AMERICA TRACEY EMBRY (Signature of Contracting Officer)		20C. DATE SIGNED 05/03/2017					



SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL

Contractors are sought who will provide worldwide commercial satellite communications (COMSATCOM) Complex Solutions. COMSATCOM Complex Solutions comprise customized engineered solutions to meet customers' unique COMSATCOM needs. These solutions may include any combination of fixed satellite services and/or mobile satellite services, components, and/or service enabling authorizations (e.g., host nation approvals, landing rights, frequency clearances, etc.) and components and ancillary equipment such as terminals, teleports, terrestrial tail circuits, Subscriber Identity Module (SIM) cards, and peripherals.

The Contractor must provide a complete customized complex solution, illustrating its approach to satisfying all of the requirements outlined in the following three Sample Task Orders (STOs):

- STO #1 – Contingency Satellite Communications System and Services
- STO #2 – Environmental Data Network
- STO #3 – Base Communications Network for Ouargla, Algeria

The Contractor shall only propose firm-fixed prices for STO #1 and STO #2 for each year of the STO period of performance (PoP). The STOs are based on relevant, known requirements and are representative of the Federal Government work that is currently being serviced through other contract mechanisms. It is the Government's intention, through this section, to obtain prices for the services, related features, and equipment described in Section J for STOs #1 and #2 (Section J Attachment J-8 and Attachment J-10). All prices shall conform to the format and structure defined herein. The Government will evaluate Contractor proposed prices for STO #1 and STO #2. The Contractor is not required to propose pricing for STO #3. The Government will not evaluate any prices proposed for STO #3.

B.2 SERVICES AND PRICES

Item prices shall be provided for the entire 10 year period of performance (PoP) and the FAR 52.217-8 six-month extension. Each pricing element will be identified by a Contract Line Item Number (CLIN). CLIN ranges are allocated by STO number. CLIN(s) for the 10 year PoP and the FAR 52.217-8 six-month extension are six digit numbers or a six digit number with the letter (a), (b), or (c). For STO #1 all CLINs begin with the number "1," for STO #2 all CLINs begin with the number 2. Separate pricing shall be offered for each contract year using the CLIN structure defined below. CLIN periods for contract years 2 through 10 and the FAR 52.217-8 six-month extension (contract year 11) will use the same CLIN structure as defined for contract year 1 and will include a dash (-) with applicable years 2 through 11 .



Tables B.2-1, B.2-2 and B.2-3 illustrate the STO CLIN numbering structure for the J-9, J-11a, and J-11b Excel Workbooks. Each individual CLIN has been identified in Contract Year 1 in Tables B.2-1, B.2-2 and B.2-3. The CLIN numbering scheme for the thirteen STO #1 CLINs repeat for contract years 2 through 10 and the FAR 52.217-8 six-month extension (contract year 11) by adding a dash at the end of each CLIN plus the numbers 1 through 11 that correspond to the contract year.

Table B.2-1. CLIN Numbering Structure STO #1 (Attachment J-9)

Contract Year	CLIN
Contract Year 1	110000-1
Satellite Communications Terminal and Equipment	110001-1
Satellite Communications Terminal and Equipment (Labor)	110001a-1
Satellite Communications Terminal and Equipment (Spares/Warranty)	110001b-1
Program Management	110002-1
Space Segment	110003-1
Teleport Service	110004-1
Terrestrial Service	110005-1
Training - Materials & Labor	110006-1
Frequency Clearances and Approvals	110007-1
Frequency Clearances and Approvals (Renewals)	110007a-1
Network Management and Operations Support (Equipment)	110008-1
Network Management and Operations Support (Labor)	110008a-1
Network Management and Operations Support (Spares/Warranty)	110008b-1
Contract Year 2*	110000-2
Contract Year 3*	110000-3
Contract Year 4*	110000-4
Contract Year 5*	110000-5
Contract Year 6* (Option Period 1)	110000-6
Contract Year 7* (Option Period 1)	110000-7
Contract Year 8* (Option Period 1)	110000-8
Contract Year 9* (Option Period 2)	110000-9
Contract Year 10* (Option Period 2)	110000-10
Contract Year 11* (FAR 52.217-8 / 6 mo extension)	110000-11

*Repeat the thirteen STO #1 CLINs listed for Contract Year 1 with the dash and one-digit extension representing the contract year..

Table B.2-2. CLIN Numbering Structure STO #2 – Fixed (Attachment J-11a)

Contract Year	CLIN
Contract Year 1	210000-1
Remote Site Equipment (Solar Required: Bolivia, Brazil, Peru and Venezuela)	210001-1
Remote Site Equipment (No Solar Required: Chile and	210001a-1



Argentina)	
Remote Site Equipment (Labor)	210001b-1
Remote Site Equipment (Spares/Warranty)	210001c-1
Program Management	210002-1
Space Segment	210003-1
Teleport Service	210004-1
Terrestrial Service	210005-1
Frequency Clearances and Approvals	210006-1
Frequency Clearances and Approvals (Renewals)	210006a-1
Network Management and Operations Support (Equipment)	210007-1
Network Management and Operations Support (Labor)	210007a-1
Network Management and Operations Support (Spares/Warranty)	210007b-1
Contract Year 2*	210000-2
Contract Year 3*	210000-3
Contract Year 4*	210000-4
Contract Year 5*	210000-5
Contract Year 6* (Option Period 1)	210000-6
Contract Year 7* (Option Period 1)	210000-7
Contract Year 8* (Option Period 1)	210000-8
Contract Year 9* (Option Period 2)	210000-9
Contract Year 10* (Option Period 2)	210000-10
Contract Year 11* (FAR 52.217-8 / 6 mo extension)	210000-11

*Repeat the thirteen STO #2 (Fixed) CLINs listed for Contract Year 1 with the dash and one-digit extension representing the contract year.

Table B.2-3. CLIN Numbering Structure STO #2 – Mobile (Attachment J-11b)

Contract Year	CLIN
Contract Year 1	210000-1
Remote Site Equipment (Solar Required: Bolivia, Brazil, Peru and Venezuela)	210001-1
Remote Site Equipment (No Solar Required: Chile and Argentina)	210001a-1
Remote Site Equipment (Labor)	210001b-1
Remote Site Equipment (Spares/Warranty)	210001c-1
Program Management	210002-1
Space Segment Service + Teleport Service	210003-1
Network Management and Operations Support (Equipment)	210004-1
Network Management and Operations Support (Labor)	210004a-1
Network Management and Operations Support (Spares/Warranty)	210004b-1
Contract Year 2*	210000-2
Contract Year 3*	210000-3
Contract Year 4*	210000-4



Contract Year 5*	210000-5
Contract Year 6* (Option Period 1)	210000-6
Contract Year 7* (Option Period 1)	210000-7
Contract Year 8* (Option Period 1)	210000-8
Contract Year 9* (Option Period 2)	210000-9
Contract Year 10* (Option Period 2)	210000-10
Contract Year 11* (FAR 52.217-8 / 6 mo extension)	210000-11

*Repeat the nine STO #2 (Mobile) CLINs listed for Contract Year 1 with the dash and one-digit extension representing the contract year.

The PoP for each STO will be a five year base period. The Contractor shall propose prices for all CLINs for the 5-year PoP (Years 1 through 5). Additionally, the Contractor shall propose prices for the two CS3 option periods: one (1) three-year option period (Years 6 through 8) followed by one (1) two-year option period (Years 9 and 10) and the FAR 52.217-8 six-month extension. STO #1 and STO #2 each have a Section J Excel Workbook (J-9 for STO #1 and J-11a or J-11b for STO #2) that shall be used by the Contractor to propose the priced solution for each STO. The Contractor shall utilize either the J-11a workbook for a Fixed Satellite Service solution or the J-11b workbook for a Mobile Satellite Service solution. The Contractor's Price Proposal narrative shall include a detailed Basis of Estimate for STO #1 and STO #2 that identifies the individual cost elements for each of the CLINS and how the CLINs add up to the overall system price for each STO.

This pricing applies specifically to the STOs as outlined in the Section J attachments. The individual prices provided in the Excel Workbooks are for the proposed solutions should they be required and ordered exactly as outlined in the Section J STO attachments (J-8 and J-10). The prices provided in Sample Task Order Microsoft Excel spreadsheets in Section J (J-9, J-11a and J-11b) will be the awarded prices and are the only prices incorporated in the contract.

B.2.1 EXCEL WORKBOOK PRICING TABLES

Contractors are required to provide price inputs to the pricing tables within the Excel Workbooks for both STO #1 (Attachment J-9) and STO #2 (Attachment J-11a or Attachment J-11b). Each Excel Workbook is comprised of 13 worksheets:

- One Summary worksheet (e.g. CLIN 110000 Summary for STO #1),
- One Contract Year Y – Detail worksheet for each of the ten contract years (e.g. Contract Year 1 – Detail) and FAR 52.217-8 six-month extension (e.g. CY 11-FAR 52.217-8 (6 mo extn)), and
- A Labor Categories worksheet (e.g. Labor Categories_W_PRICES).

The Bill of Materials (BOM) worksheets (see B.2.1.4) are provided in separate attachments (J-18 for STO #1, J-19 (Fixed) and J-20 (Mobile) for STO #2, and J-13 for STO #3).



Formulas have been entered into the Section J spreadsheets (J-9, J-11a and J-11b) for the Contractor's convenience. However, it is the Contractor's responsibility to ensure that all quoted prices are correctly calculated and that all cells have been properly filled out. (See Section B.10 for additional pricing instructions). The Contractor shall enter required data only into the yellow highlighted cells marked by a red border.

B.2.1.1 SUMMARY WORKSHEET

The total contract year cost (cell H44 on J-9 and J-11a, and H32 from J-11b) from each Contract Year – Detail worksheet (see B.2.1.2 below) is linked to D12 through D22 in the Summary worksheet. Each contract year total cost will sum to the total cost in cell D23.

The Contractor shall not enter any information into the J-9, J-11a and J-11b Summary Worksheets (e.g. CLIN 110000 Summary).

B.2.1.2 CONTRACT YEAR – DETAIL WORKSHEETS

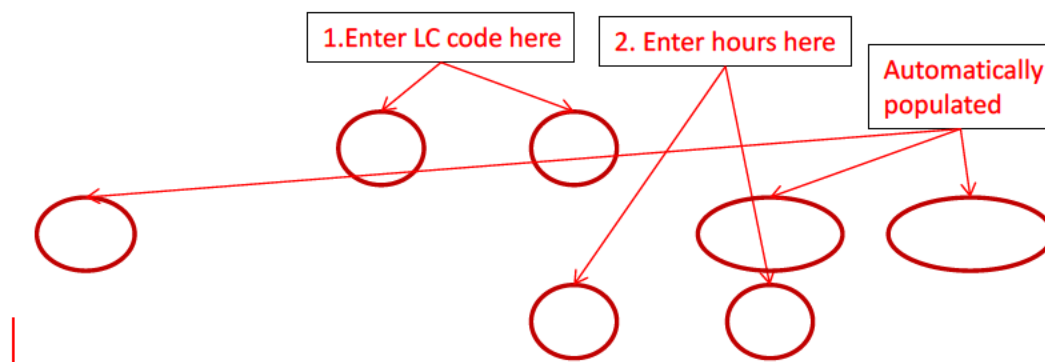
B.2.1.2.1 CONTRACT YEAR – DETAIL WORKSHEETS FOR STO #1

The Contractor shall enter required data into the yellow highlighted cells marked by a red border on the "Contract Year Y – Detail" worksheets for CLINs 110001 through 110008b. For these CLINs, please note the CLIN pricing instructions in Column C. The Contractor must fill out the description of the service or product in Column D and the Product/Service Unit Price in Column G. Column H automatically calculates the price for each CLIN. The Contractor must provide all prices rounded to the nearest whole dollar. The CY 11-FAR 52.217-8 (6-mo exten) worksheet pricing shall cover pricing for six months only.

Any equipment, supplies or service required in the Contractor's proposed solution for which an item is not specifically priced with a unique CLIN is considered to be not separately priced and shall be provided at no cost to the Government.

The Contractor shall also link labor hours to a specific CLIN by entering the information into columns K through T on the Contract Year Y – Detail worksheet (see Figure B.2-1). For CLINs where the Contractor shall price labor, three rows per CLIN are dedicated to entering the labor information. There is a two-step process for labor hours. Step 1, the Contractor shall type the Labor Code into the topmost row. Do not cut and paste from the Labor Categories worksheet or from elsewhere in the document to preserve the imbedded formula integrity. The Contract Year Y – Detail worksheet pulls in the full name from the Labor Categories worksheet (see B.2.1.3 below) into the middle row. Step 2, the Contractor shall enter the number of labor hours per Labor Category (LC) Code into the bottom row of the three. Column I sums the total number of labor hours from the bottom row.

Figure B.2-1. CLIN Labor Hours Example



Not all CLINs link labor hours to the CLIN price. For some CLINs, labor is not relevant. For example, in J-9 “Satellite Communications Terminal and Equipment,” CLIN number 110001, labor is not applicable. For CLINs like 110001, the labor cells in columns I through T in the Contract Year Y – Detail worksheet have been blacked out.

Other CLINs are for labor only. For example, in J-9 “Satellite Communications Terminal and Equipment (Labor),” CLIN number 110001a is labor only. For those CLINs, the Product/Service Unit Price cells (Column G) is marked as “Not Applicable,” and the Contractor must enter the total service or product price in Column H.

The final type of CLIN links labor hours to the Total Service or Product Price. For example, in J-9 “Training - Materials & Labor,” CLIN number 110006 is for both Training materials and Training labor.

The number of labor hours per CLIN is the sum of all labor hours proposed per year. Using the example in Figure B.2-1 above for STO #1 (Attachment J-9), Year 1, if the value of cell I25 is 5320, then the Contractor is proposing 5320 hours of labor for the Satellite Communications Terminal and Equipment (Labor) CLIN (CLIN 11000a-1) for Contract Year 1.

B.2.1.2.2 CONTRACT YEAR – DETAIL WORKSHEETS FOR STO #2

For Fixed Satellite Solutions (Attachment J-11a), the Contractor shall enter required data into the yellow highlighted cells marked by a red border on the “Contract Year Y – Detail Worksheet for each of the ten contract years (e.g. Year 1 – Detail) for CLINs 210001 through 210007b and the FAR 52.217-8 six-month extension.

For Mobile Satellite Solutions (Attachment J-11b), the Contractor shall enter required data into the cells marked by a red border on the “Contract Year Y – Detail Worksheet for each of the ten contract years (e.g. Year 1 – Detail) for CLINs 210001 through



210004b and the FAR 52.217-8 six-month extension.

For all CLINs in both J-11a and J-11b, the Contractor must provide all prices rounded to the nearest whole dollar. The CY 11-FAR 52.217-8 FAR 52.217-8 (6 mo exten) worksheet pricing shall cover pricing for six months only.

Any equipment, supplies or service required in the Contractor's proposed solution for which an item is not specifically priced with a unique CLIN is considered to be not separately priced and provided at no cost to the Government.

The Contractor shall also link labor hours to a specific CLIN by entering the information into columns K through T on the Contract Year Y – Detail worksheet (see Figure B.2-1). For CLINs where the Contractor shall price labor, three rows per CLIN are dedicated to entering the labor information. There is a two-step process for labor hours. Step 1, the Contractor shall type the Labor Code into the topmost row. Do not cut and paste from the Labor Categories worksheet or from elsewhere in the document to preserve the imbedded formula integrity. The Contract Year Y – Detail worksheet pulls in the full name from the Labor Categories worksheet (see B.2.1.3 below) into the middle row. Step 2, the Contractor shall enter the number of labor hours per Labor Category (LC) Code into the bottom row of the three. Column I sums the total number of labor hours from the bottom row.

Not all CLINs link labor hours to the CLIN price. For some CLINs, labor is not relevant. For example, in J-11a "Remote Site Equipment (Solar Required: Bolivia, Brazil, Peru and Venezuela)," CLIN number 210001, labor is not applicable. For CLINs like 210001, the labor cells in columns I through T in the Contract Year Y – Detail worksheet have been blacked out.

Other CLINs are for labor only. For example, in J-11b "Remote Site Equipment (Labor)," CLIN number 210001b is labor only. For those CLINs, the Product/Service Unit Price cells (Column G) is marked as "Not Applicable," and the Contractor must enter the total service or product price in Column H.

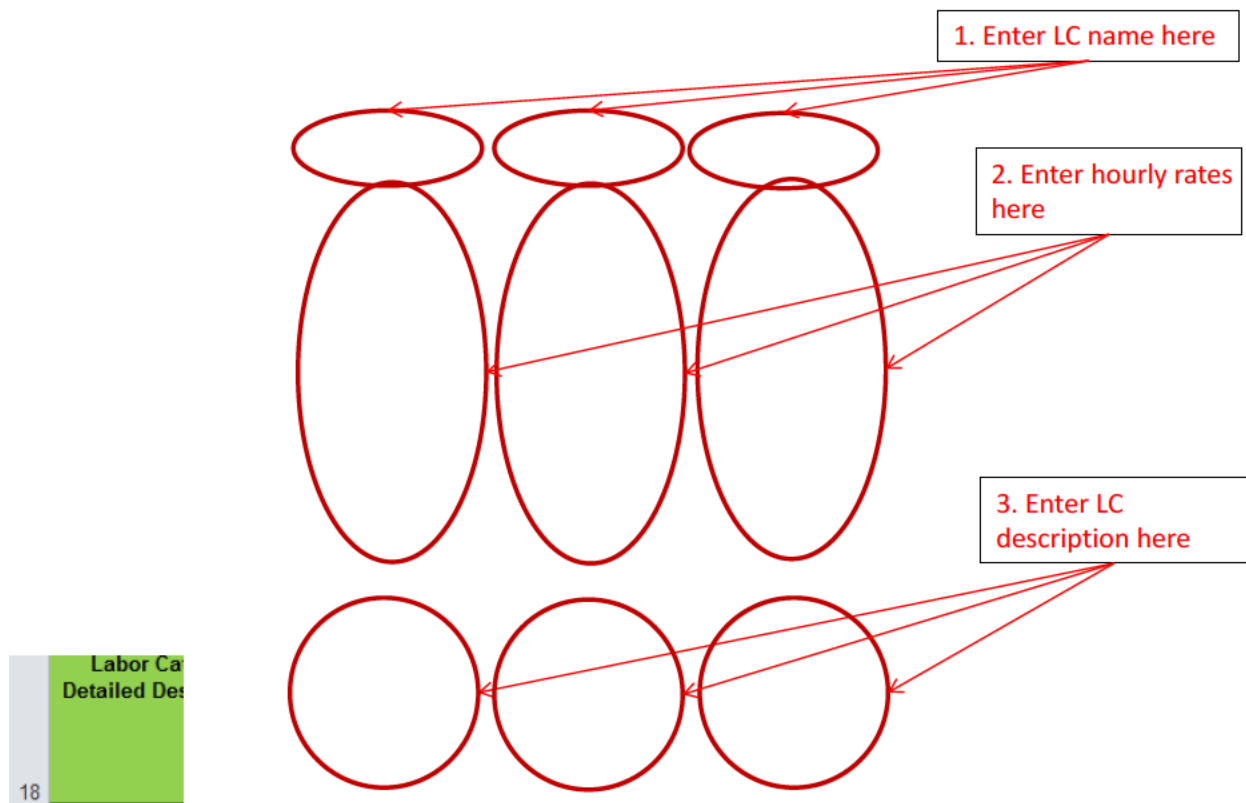
The final type of CLIN links labor hours to the Total Service or Product Price. For example, in J-11a "Teleport Service," CLIN number 210004 is for pricing for teleport services including any associated labor.

The number of labor hours per CLIN is the sum of all labor hours proposed per year. Using the STO #2 (Fixed) worksheet (J-11a) for example, if the value of cell I10 is 50, then 50 hours of labor were proposed for the Remote Site Equipment (Labor) CLIN (CLIN 210001b-1) for the Contract Year.

B.2.1.3 LABOR CATEGORIES WORKSHEET

The Contractor shall enter their labor category information into the Labor Categories worksheet (“Labor Categories_W_PRICES”), as shown in Figure B.2-2 below. The Contractor can enter up to 35 different labor categories into Columns B through AJ. The Labor Category Codes, identified by code LC-Y (with Y representing a number from 1 to 35), are highlighted in Blue on row 4. The Contractor shall not change the Labor Category Code. Step 1, the Contractor shall enter the labor category “short name” into row 5. Step 2, the Contractor shall enter the hourly rates into row 6 through 16. Finally, for Step 3, the Contractor shall enter the detailed description of the labor category into row 18. The Labor Categories worksheet is linked to the Contract Year Y – Detail worksheets as discussed in B.2.1.2.1 and B.2.1.2.2 above.

Figure B.2-2. Labor Categories Worksheet



B.2.1.4 BILL OF MATERIALS (BOM) WORKSHEET

The Contractor shall complete an unpriced BOM worksheet for STO #1, STO #2 and STO #3 that includes all required services, equipment, and labor. The Contractor shall enter the “Component Name or Service Name”, “Component Description/Manufacturer/Model Number(s) or Service Description” (including manufacturer’s model numbers, if applicable), and the required quantity, including labor



hours, for each product or service (See J-13, J-18, J-19, and J-20). The Contractor shall submit the BOM worksheets with the Technical Volume.

B.3 MAXIMUM CONTRACT VALUE AND MINIMUM REVENUE GUARANTEE

The total maximum value of all services under the Basic Contract (for all awardees combined) shall not exceed \$2.5 Billion, including the Options.

The minimum revenue guarantee (MRG) amount for each award will be \$1,000.

B.4 GSA MANAGEMENT FEE

The GSA Management Fee is two percent (2%) to be applied to the total price for Contractor performance as billed to the Government.

Contractors must include the fee in their proposed prices on all Orders. The Contractor remits the fee to GSA in accordance with Section G.4.2.

B.5 ORDER TYPE

Orders under the Basic Contract will be firm fixed price.

Orders must be Task Orders in compliance with FAR 16.505.

Task Orders may be multi-year and/or include options as defined in FAR Part 17 and agency-specific FAR Part 17 supplements.

B.6 Performance Based Preference

Pursuant to FAR 37.102(a), the Ordering Contracting Officer (OCO) (See Section G.2.3) must use performance-based acquisition methods to the maximum extent practicable.

B.7 ORDER PRICING

The OCO is responsible for the determination of price reasonableness for each Order. The OCO must determine fair and reasonable pricing for all Orders in accordance with FAR Subpart 15.4, Contract Pricing, and FAR 16.202, Firm-fixed-price contracts.

B.8 TRAVEL PRICING

Travel will be reimbursed at actual cost in accordance with the limitations set forth in FAR 31.205-46 and the Federal Travel Regulation.

B.9 LABOR SUBJECT TO THE PROVISIONS OF SERVICE CONTRACT LABOR STANDARDS



To the extent that any labor within scope of an Order and the Basic Contract, and subject to the provisions of (i) 41 U.S.C. Chapter 67, Service Contract Labor Standards (formerly known as the Service Contract Act of 1965); (ii) the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201, et seq.) and (iii) related Secretary of Labor regulations and instructions (29 CFR parts 4, 6, 8, and 1925), the OCO must identify such work on the Order and apply wages in accordance with FAR Subpart 22.10, Service Contract Labor Standards Determinations.

Each Order must be tailored to include the appropriate FAR subpart Part 22.10 clauses.

B.10 PRICING INSTRUCTIONS

B10.1 PRICING NARRATIVE

In the Contractor's price volume, the Contractors shall provide an explanatory pricing narrative and price breakdown of the proposed pricing for their technical solution for STO #1 and STO #2.

The Contractor shall provide a detailed Basis of Estimate for STO #1 and STO #2 that shows the cost elements for each of the CLINS and how the CLINs add up to the overall system price. The Contractor shall provide (per CLIN / per year) a cost element breakdown that includes but is not limited to labor categories, estimated hours, hourly rates, materials, and other direct costs (excluding travel and shipping), of the price for their technical solution for STO #1 and STO #2.

The Contractors are required to show the Basis of Estimate of each CLIN's cost and explain the logic, pricing assumptions, methodology and data used to determine the CLIN's price.

If the prices to be used are based on a published price list or catalog, the Contractor shall indicate this and provide a copy of the document with its price proposal. If the prices are to be based on established market prices, not otherwise published, or are prices applicable only to the proposed contract, the Contractor shall so state.

The Contractor shall fully describe their pricing methodology and all labor, services and equipment required for their Sample Task Order solution(s). If the Contractor does not fully describe their pricing methodology the Government shall consider any labor, services and equipment not included in the narrative to be provided at no cost.

Contractors shall identify and price all labor required for their Sample Task Order solutions.

SAMPLE TASK ORDERS



Pricing is only required for the following two STOs:

STO #1: Contingency Satellite Communications System and Services

STO #2: Environmental Data Network

(The Contractor is not required to propose pricing for STO #3. The Government will not evaluate any prices proposed for STO #3).

The Contractor shall provide pricing for all labor, services, and equipment proposed using the Sample Task Order Microsoft Excel spreadsheets in Section J. Clearly identify the components that compose each offered price. All equipment delivered as part of the complex satellite solution shall be priced as new equipment.

The Contractor shall provide the overall system price for each Sample Task Order for each year of the base period and for each option year including the six-month extension authorized by FAR 52.217-8. The proposed firm fixed prices shall include all regulatory telecommunications charges and fees as well as all applicable Federal, State, and local taxes and duties. Formulas have been entered into the Section J spreadsheets for the Contractor's convenience; however, it is the Contractor's responsibility to ensure that all quoted prices are correctly calculated and that all cells have been properly filled out.

The prices provided in Sample Task Order Microsoft Excel spreadsheets in Section J (J-9, J-11a and J-11b) will be the awarded prices and are the only prices incorporated in the contract.

B.10.2 PRICING INSTRUCTIONS FOR STO #1 (Attachment J-8)

The Contractor shall provide firm fixed prices for the items listed in the contract line item number (CLIN) list in Section J, Attachment J-9 according to the instructions in Section B, including labor categories and number of hours for each category as necessary. Each proposed labor category shall include position title and definition. Travel expenses and shipping shall not be provided as part of the Contractor's price proposal.

The Government assumes an annual rate of inflation of 2.5% over the period of performance.

The proposed firm fixed prices shall include all regulatory telecommunications charges and fees as well as all applicable Federal, State, and local taxes and duties.

All prices shall include the 2% GSA Management Fee. Prices shall be specified and billed in United States dollar/currency (USD).

The CLINs for STO #1 (Attachment J-8) are:

- Satellite Communications Terminal and Equipment
- Satellite Communications Terminal and Equipment (Labor)



- Satellite Communications Terminal and Equipment (Spares/Warranty)
- Program Management
- Space Segment
- Teleport Service
- Terrestrial Service
- Training - Materials & Labor
- Frequency Clearances and Approvals
- Frequency Clearances and Approvals (Renewals)
- Network Management and Operations Support (Equipment)
- Network Management and Operations Support (Labor)
- Network Management and Operations Support (Spares/Warranty)

Additional information to complete the worksheets in the Attachment J-9 workbook is provided in Table B.10-1 below.

Table B.10-1. CLIN Pricing Instructions STO #1 (Attachment J-9)

CLIN	Service or Product	CLIN Pricing Instructions
110001-1 thru 110001-11 FAR 52.217-8 (6 Month Extension)	Satellite Communications Terminal and Equipment	Contractors shall provide pricing for the following satellite communications terminal equipment: Laptops, and VoIP phone. No labor. Terminal suites should include all necessary satellite communications Radio Frequency (RF) equipment; baseband equipment; time division multiple access (TDMA) modem; two laptop computers; two Voice over Internet Protocol (VoIP) telephones; and all ancillary equipment (e.g., cables, connectors, and power cabling for a complete deployable communications solution). This CLIN is priced in Years 1 and 6 only. Do not include travel or shipping in CLIN 110001.
110001a-1 thru 110001a-11 FAR 52.217-8 (6 Month Extension)	Satellite Communications Terminal and Equipment (Labor)	Contractors shall provide pricing for the following labor associated with CLIN 110001: Yrs 1 & 6: Provide Integration, Testing, and Installation labor costs for all equipment provided in CLIN 110001. Yrs 2-5, 7-10 + 6-month extension: Provide labor costs for services to support operations and maintenance for equipment provided in CLIN 110001. Do not include travel, shipping or equipment in CLIN 110001a.
110001b-1 thru 110001b-11 FAR 52.217-8	Satellite Communications Terminal and Equipment	Contractors shall provide pricing for spares and warranty to support operations and maintenance for all equipment provided in CLIN 110001. This includes management (labor) for spares and warranty activities.



(6 Month Extension)	(Spares/Warranty)	Do not include travel or shipping in CLIN 110001b.
110002-1 thru 110002-11 FAR 52.217-8 (6 Month Extension)	Program Management	<p>Contractors shall provide pricing for labor related to the following: Start-up labor costs, contract initiation, information assurance costs and system engineering costs proposed throughout the contract lifecycle (5-year base period, plus the two option periods and the 6-month extension), system documentation, configuration management documentation and system O&M Manuals. Additionally, any other program management related labor required for the Contractor's solution should be included in CLIN 110002.</p> <p>Do not include travel or equipment in CLIN 110002.</p>
110003-1 thru 110003-11 FAR 52.217-8 (6 Month Extension)	Space Segment	<p>Contractors shall provide pricing for space segment bandwidth. Contractors shall provide the amount of bandwidth (MHz) proposed in the Column D description (entitled "Contractor Provided Description of Service/Product"). Note that If any other cost elements (such as teleport services) are proposed, they must be described (in full) both in Column D and in the Contractor's Price Narrative referenced in Section B. This CLIN should also include the cost of any "occasional satellite use cost" if proposed as part of the technical approach.</p> <p>Do not include travel or shipping in CLIN 110003.</p>
110004-1 thru 110004-11 FAR 52.217-8 (6 Month Extension)	Teleport Service	<p>Contractors shall provide pricing for teleport services only and must include any associated labor. Note that if teleport services are not included as part of the space segment costs identified in CLIN 110003, the teleport services costs must be identified in CLIN 110004 (to include any associated labor) and must be described (in full) both in Column D (entitled "Contractor Provided Description of Service/Product") and in the Contractor's Price Narrative referenced in Section B. Contractors shall also include rack space for GFE if a part of the Contractor's technical approach.</p> <p>Do not include travel or shipping in CLIN 110004.</p>
110005-1 thru 110005-11 FAR 52.217-8 (6 Month Extension)	Terrestrial Service	<p>Contractors shall provide pricing for terrestrial service and include associated labor.</p> <p>Do not include travel or shipping in CLIN 110005.</p>



110006-1 thru 110006-11 FAR 52.217-8 (6 Month Extension)	Training - Materials & Labor	<p>Contractor's shall provide pricing to Include the cost to develop and produce a training plan. This CLIN should include all training materials (i.e. student handouts/guides) and labor cost for instructors to deliver the training. Training is required for the entire period of performance (5-year base period, plus the two option periods and the 6-month extension).</p> <p>Do not include travel or shipping in CLIN 110006.</p>
110007-1 thru 110007-11 FAR 52.217-8 (6 Month Extension))	Frequency Clearances and Approvals	<p>Contractors shall price the cost to establish frequency clearances and approvals for each of the following countries: Bahrain, Germany, Kuwait, Qatar, Saudi Arabia, United Arab Emirates. Contractors shall also identify the timeframes (e.g. 5 years) of the frequency clearance's initial expiration/duration and must describe this information (in full) both in Column D (entitled "Contractor Provided Description of Service/Product") and in the Contractor's Price Narrative referenced in Section B.</p> <p>Contractor's price shall be the sum total of the frequency clearances and approvals costs for the six countries identified above. (See - Note #1 below for example).</p> <p>Do not include travel or shipping in CLIN 110007.</p>
110007a-1 thru 110007a-11 FAR 52.217-8 (6 Month Extension)	Frequency Clearances and Approvals (Renewals)	<p>Contractors shall price the frequency clearance renewal fees for each of the following countries: Bahrain, Germany, Kuwait, Qatar, Saudi Arabia, United Arab Emirates. Contractors shall also provide the timeframes (e.g. 1 year) and must describe this information (in full) both in Column D (entitled "Contractor Provided Description of Service/Product") and in the Contractor's Price Narrative referenced in Section B. Contractors shall not provide pricing in Year 1 for CLIN 110007a. Pricing for CLIN 110007a (if applicable) should be provided in Years 2 thru 10 and the 6 month extension.</p> <p>Contractor's price shall be the sum total of the frequency clearances and approval renewals costs for the six countries identified above. (See Note #2 below).</p> <p>Do not include travel or shipping in CLIN 110007a.</p>



110008-1 thru 110008-11 FAR 52.217-8 (6 Month Extension)	Network Management and Operations Support (Equipment)	Contractors shall provide pricing for network management and operations support equipment. This CLIN is priced in Years 1 and 6 only. Do not include travel or shipping in CLIN 110008.
110008a-1 thru 110008a-11 FAR 52.217-8 (6 Month Extension)	Network Management and Operations Support (Labor)	Contractors shall provide pricing for the following labor associated with CLIN 110008: Yrs 1 & 6: Provide Integration, Testing, and Installation labor costs for all equipment provided in CLIN 110008. Yrs 2-5, 7-10 + 6-month extension: Provide labor costs for services (including Help Desk and NOC) to support operations and maintenance for equipment provided in CLIN 110008. Do not include travel or equipment in CLIN 110008a.
110008b-1 thru 110008b-11 FAR 52.217-8 (6 Month Extension)	Network Management and Operations Support (Spares/Warranty)	Contractors shall provide pricing for spares and warranty to support operations and maintenance for all equipment provided in CLIN 110008. This includes management (labor) for spares and warranty activities. Do not include travel or shipping in CLIN 110008b.


Notes

1. Frequency Clearances and Approvals

In addition to the Contractor's pricing the cost to establish frequency clearances and approvals for each of the identified six countries under J-8, the Contractor shall also identify the timeframes (e.g. 5 years) of the frequency clearance's initial expiration/duration. This information must be described in full in both the Contractor's Price Narrative and in Column D of the pricing spreadsheet. Additionally, the Contractor's submitted price shall be the sum total of the frequency clearances and approvals for the identified six countries. See example below. Note that "the frequency clearance terms and costs identified in the following example are provided for illustration purposes only and should not be construed as actual term lengths and actual frequency clearances and approval costs established by the individual countries". It is the Contractor's responsibility to obtain the accurate frequency terms and pricing of the frequency clearances and approvals for each of the respective countries. Note that all applicable frequency clearances and approvals are required per each terminal in each country.

Table B.10-1a Frequency Clearances and Approvals STO #1 – Example



Country	Frequency Clearance Term	Number of Required Frequency Clearances	Terminal Quantity	Frequency Clearance Unit Cost	Frequency Clearance Total Extended Cost
Bahrain	Assumes Initial Frequency Clearance is Valid for 2 Years Initial Frequency Clearance Required In: Yr 1, Yr 3, Yr 5, Yr 7, Yr 9 and Yr 11	6	10	\$15,000.00	\$150,000.00
Germany	Assumes Initial Frequency Clearance is Valid for 5 Years Initial Frequency Clearance Required In: Yr 1, Yr 6 and Yr 11	3	10	\$7,000.00	\$70,000.00
Kuwait	Assumes Initial Frequency Clearance is Valid for 1 Year Initial Frequency Clearance Required In Each Year: Yr 1 thru Yr 11	11	10	\$9,000.00	\$90,000.00
Qatar	Assumes Initial Frequency Clearance is Valid for 4 Years Initial Frequency Clearance Required In: Yr 1, Yr 5 and Yr 9	3	10	\$7,500.00	\$75,000.00
Saudi Arabia	Assumes Initial Frequency Clearance is Valid for 3 Years Initial Frequency Clearance Required In: Yr 1, Yr 4, Yr 7 and Yr 10	4	10	\$12,000.00	\$120,000.00
United Arab Emirates	Assumes Initial Frequency Clearance is Valid for 6 Years Initial Frequency Clearance Required In: Yr 1 and Yr 7	2	10	\$8,500.00	\$85,000.00
Total Frequency Clearance Cost:					\$590,000.00


The total sum of the frequency clearances and approvals identified in the above example is \$590K. This dollar amount should be entered into the following spreadsheet: Attachment J-9 (STO #1), CLIN Number 110007-1 (Frequency Clearances and Approvals), Cell G28. Contractors shall include their itemized cost breakout for the frequency clearances and approvals in their price narrative.

2. Frequency Clearances and Approvals (Renewals)

Contractors shall not provide pricing for Contract Year 1 under the “Frequency Clearances and Approvals (Renewals)” CLIN. The Contractor’s submitted price shall be the sum total of the frequency clearances and approval renewals for the identified six countries for contract years two thru 10 plus the FAR 52.217-8 six-month extension in which applicable frequency clearances and approval renewal charges are incurred. (See example below). Note that “the frequency clearance renewals terms and costs identified in the following example are provided for illustration purposes only and should not be construed as actual term lengths and actual frequency clearances renewal costs established by the individual countries”. It is the Contractors responsibility to obtain the accurate frequency terms and pricing of the frequency clearances renewals for each of the respective countries. Note that all applicable frequency clearances and approval renewals are required per each terminal in each country.

Table B.10-1b Frequency Clearances and Approvals Renewals STO #1 - Example



Country	Frequency Clearance Renewals Required (For Contract Year 4)	Number of Required Frequency Renewals	Terminal Quantity	Frequency Renewal Unit Cost	Frequency Renewal Total Extended Cost
Bahrain	Assumes The Initial Frequency Clearance is Valid for 2 Years. The Renewal is Valid For 1 Year. Renewals Are Required In: Yr 2, Yr 4, Yr 6, Yr 8 and Yr 10	5	10	\$4,000.00	\$40,000.00
Germany	Assumes The Initial Frequency Clearance is Valid for 5 Years. The Renewal is Valid For 1 Year. Renewals Are Required In: Yr 2, Yr 3, Yr 4, Yr 5, Yr 7, Yr 8, Yr 9 and Yr 10	8	10	\$3,000.00	\$30,000.00
Kuwait	Assumes The Initial Frequency Clearance is Valid for 1 Year The Renewals Are Not Required	0	10	\$4,000.00	\$0.00
Qatar	Assumes The Initial Frequency Clearance is Valid for 4 Years. The Renewal is Valid For 1 Year. Renewals Are Required In: Yr 2, Yr 3, Yr 4, Yr 6, Yr 7, Yr 8, Yr 10 and Yr 11	8	10	\$2,500.00	\$25,000.00
Saudi Arabia	Assumes The Initial Frequency Clearance is Valid for 3 Years. The Renewal is Valid For 1 Year. Renewals are Required In: Yr 2, Yr 3, Yr 5, Yr 6, Yr 8, Yr 9 and Yr 11	7	10	\$2,000.00	\$0.00
United Arab Emirates	Assumes The Initial Frequency Clearance is Valid for 6 Years. The Renewal is Valid For 1 Year. Renewals Are Required In: Yr 2, Yr 3, Yr 4, Yr 5, Yr 6, Yr 8, Yr 9 and Yr 10	8	10	\$1,000.00	\$10,000.00
Total Frequency Renewal Cost:					\$105,000.00

The total sum of the frequency clearances renewals identified in the above example is \$105K. This dollar amount should be entered into the following spreadsheet: Attachment J-9 (STO #1), CLIN Number 110007a-1, (Frequency Clearances and Approvals (Renewals)), Cell G31. Contractors shall include their itemized cost breakout for the frequency clearances and approval renewals in their price narrative.

B.10.3 PRICING INSTRUCTIONS FOR STO #2 (Attachment J-10)

The Contractor shall provide firm fixed prices for the items listed in the contract line item number (CLIN) list in Section J, Attachment J-11a or J-11b according to the Section B pricing tables, including labor categories and number of hours for each category as necessary. Each proposed labor category shall include position title and definition. Travel expenses and shipping shall not be provided as part of the Contractor's price proposal.

The Government assumes an annual rate of inflation of 2.5% over the period of performance.

The proposed firm fixed prices shall include all regulatory telecommunications charges and fees as well as all applicable Federal, State, and local taxes and duties.

All prices shall include the 2% GSA Management Fee. Prices shall be specified and billed in United States dollar/currency (USD).

The Fixed Satellite Solution CLINs for STO #2 (Attachment J-10) are:

- Remote Site Equipment (Solar Required: Bolivia, Brazil, Peru and Venezuela)
- Remote Site Equipment (No Solar Required: Chile and Argentina)
- Remote Site Equipment (Labor)



- Remote Site Equipment (Spares/Warranty)
- Program Management
- Space Segment
- Teleport Service
- Terrestrial Service
- Frequency Clearances and Approvals
- Frequency Clearances and Approvals (Renewals)
- Network Management and Operations Support (Equipment)
- Network Management and Operations Support (Labor)
- Network Management and Operations Support (Spares/Warranty)

Additional information to complete the worksheets in the Attachment J-11a workbook is provided in Table B.10-2 below.

Table B.10-2. CLIN Pricing Instructions STO #2, Fixed (Attachment J-11a)

CLIN	Service or Product	CLIN Pricing Instructions
210001-1 thru 210001-11 FAR 52.217-8 (6 month extension)	Remote Site Equipment (Solar Required: Bolivia, Brazil, Peru and Venezuela)	Contractors shall provide pricing for all equipment proposed in the technical solution: 1. Satellite Terminals 2. Solar Array 3. Batteries 4. Environmental Enclosure 5. Ancillary Network Components This CLIN is priced in Years 1 and 6 only. Do not include travel or shipping in CLIN 210001.
210001a-1 thru 210001a-11 FAR 52.217-8 (6 Month Extension)	Remote Site Equipment (No Solar Required: Chile and Argentina)	Contractors shall provide pricing for all equipment proposed in the technical solution: 1. Satellite Terminals 2. Environmental Enclosure 3. Ancillary Network Components 4. Batteries This CLIN is priced in Years 1 and 6 only. Do not include travel or shipping in CLIN 210001a.
210001b-1 thru 210001b-11 FAR 52.217-8 (6 Month Extension)	Remote Site Equipment (Labor)	Contractors shall provide pricing for the following labor associated with CLINs 210001 and/or 210001a: Yrs 1 & 6: Provide Integration, Testing, and Installation labor costs for all equipment provided in CLINs 210001 and/or 210001a. Yrs 2-5, 7-10 + 6-month extension: Provide labor costs for services to support operations and maintenance for equipment provided in CLINs 210001 and/or 210001a.



		Do not include travel, shipping or equipment in CLIN 210001b.
210001c-1 thru 210001c-11 FAR 52.217-8 (6 Month Extension)	Remote Site Equipment (Spares/Warranty)	Contractors shall provide pricing for spares and warranty to support operations and maintenance for all equipment provided in CLINs 210001 and/or 210001a. This includes management (labor) for spares and warranty activities. Do not include travel or shipping in CLIN 210001c.
210002-1 thru 210002-11 FAR 52.217-8 (6 Month Extension)	Program Management	Contractors shall provide pricing for labor related to the following: Start-up labor costs, contract initiation, information assurance costs and system engineering costs proposed throughout the contract lifecycle (5-year base period, plus the two option periods and the 6-month extension), system documentation, configuration management documentation and system O&M Manuals. Additionally, any other program management related labor required for the Contractors solution should be included in CLIN 210002. Do not include travel or equipment in CLIN 210002.
210003-1 thru 210003-11 FAR 52.217-8 (6 Month Extension)	Space Segment	Contractors shall provide pricing for space segment bandwidth. In addition Contractors shall also identify the amount of bandwidth (MHz) proposed in Column D (entitled "Contractor Provided Description of Service/Product"). Note that If any other cost elements (such as teleport services) are proposed, they must be described (in full) both in Column D and in the Contractor's Price Narrative referenced in Section B. This CLIN should also include the cost of any "occasional satellite use cost" if proposed as part of the technical approach. Do not include travel or shipping in CLIN 210003.
210004-1 thru 210004-11 FAR 52.217-8 (6 Month Extension)	Teleport Service	Contractors shall provide pricing for teleport services only and must include any associated labor. Note that if teleport services are not included as part of the space segment costs identified in CLIN 210003, the teleport services costs must be identified in CLIN 210004 (to include any associated labor) and must be described (in full) both in Column D (entitled "Contractor Provided Description of Service/Product") and in the Contractor's Price Narrative referenced in Section B. Contractor's shall also include rack space for GFE if a part of the Contractor's technical approach. Do not include travel or shipping in CLIN 210004.



210005-1 thru 210005-11 FAR 52.217-8 (6 Month Extension)	Terrestrial Service	Contractors shall provide pricing for terrestrial service and include associated labor. Do not include travel or shipping in CLIN 210005.
210006-1 thru 210006-11 FAR 52.217-8 (6 Month Extension)	Frequency Clearances and Approvals	Contractors shall price the cost to establish frequency clearances and approvals for each of the following countries: Argentina, Bolivia, Brazil, Chile, Peru and Venezuela. Contractors shall also identify the timeframes (e.g. 5 years) of the frequency clearance's initial expiration/duration and must describe this information (in full) both in Column D (entitled "Contractor Provided Description of Service/Product") and in the Contractor's Price Narrative referenced in Section B. Contractor's price shall be the sum total of the frequency clearances and approvals costs for the six countries identified above. (See - Note #1 below for example). Do not include travel or shipping in CLIN 210006.
210006a-1 thru 210006a-11 FAR 52.217-8 (6 Month Extension)	Frequency Clearances and Approvals (Renewals)	Contractors shall price the frequency clearance renewal fees for each of the following countries: Argentina, Bolivia, Brazil, Chile, Peru and Venezuela. Contractors shall also provide the timeframes (e.g. 1 year) and must describe this information (in full) both in Column D (entitled "Contractor Provided Description of Service/Product") and in the Contractor's Price Narrative referenced in Section B. Contractors shall not provide pricing in Year 1 for CLIN 210006a. Pricing for CLIN 210006a (if applicable) should be provided in Years 2 thru 10 and the 6 month extension. Contractor's price shall be the sum total of the frequency clearances and approval renewals costs for the six countries identified above. (See Note #2 below). Do not include travel or shipping in CLIN 210006a.
210007-1 thru 210007-11 FAR 52.217-8 (6 Month Extension)	Network Management and Operations Support (Equipment)	Contractors shall provide pricing for network management and operations support equipment. This CLIN is priced in Years 1 and 6 only. Do not include travel or shipping in CLIN 210007.
210007a-11 thru 210007a-11 FAR 52.217-8 (6 Month)	Network Management and Operations Support (Labor)	Contractors shall provide pricing for the following labor associated with CLIN 210007: Yrs 1 & 6: Provide Integration, Testing, and Installation



Extension)		labor costs for all equipment provided in CLIN 210007 and 210007b. Yrs 2-5, 7-10 + 6-month extension: Provide labor costs for services (including Help Desk and NOC) to support operations and maintenance for equipment provided in CLIN 210007. Do not include travel, shipping or equipment in CLIN 210007a.
210007b-1 thru 210007b-11 FAR 52.217-8 (6 Month Extension)	Network Management and Operations Support (Spares/Warranty)	Contractors shall provide pricing for spares and warranty to support operations and maintenance for all equipment provided in CLIN 210007a. This includes management (labor) for spares and warranty activities. Do not include travel or shipping in CLIN 210007b.


Notes

1. Frequency Clearances and Approvals

In addition to the Contractor's pricing the cost to establish frequency clearances and approvals for each of the identified six countries under J-10, the Contractor shall also identify the timeframes (e.g. 5 years) of the frequency clearance's initial expiration/duration. This information must be described in full in both the Contractor's Price Narrative and in Column D of the pricing spreadsheet. Additionally, the Contractor's submitted price shall be the sum total of the frequency clearances and approvals for the identified six countries. See example below. Note that "the frequency clearance terms and costs identified in the following example are provided for illustration purposes only and should not be construed as actual term lengths and actual frequency clearances and approval costs established by the individual countries". It is the Contractor's responsibility to obtain the accurate frequency terms and pricing of the frequency clearances and approvals for each of the respective countries. Note that all applicable frequency clearances and approvals are required per each terminal in each country.

Table B.10-2a Frequency Clearances and Approvals STO #2 – Example



Country	Frequency Clearance Term	Number of Required Frequency Clearances	Terminal Quantity	Frequency Clearance Unit Cost	Frequency Clearance Total Extended Cost
Argentina	Assumes Initial Frequency Clearance is Valid for 2 Years Initial Frequency Clearance Required In: Yr 1, Yr 3, Yr 5, Yr 7, Yr 9 and Yr 11	6	10	\$8,000.00	\$80,000.00
Bolivia	Assumes Initial Frequency Clearance is Valid for 5 Years Initial Frequency Clearance Required In: Yr 1, Yr 6 and Yr 11	3	10	\$6,000.00	\$60,000.00
Brazil	Assumes Initial Frequency Clearance is Valid for 1 Year Initial Frequency Clearance Required In Each Year: Yr 1 thru Yr 11	11	10	\$12,500.00	\$125,000.00
Chile	Assumes Initial Frequency Clearance is Valid for 4 Years Initial Frequency Clearance Required In: Yr 1, Yr 5 and Yr 9	3	10	\$8,500.00	\$85,000.00
Peru	Assumes Initial Frequency Clearance is Valid for 3 Years Initial Frequency Clearance Required In: Yr 1, Yr 4, Yr 7 and Yr 10	4	10	\$9,000.00	\$90,000.00
Venezuela	Assumes Initial Frequency Clearance is Valid for 6 Years Initial Frequency Clearance Required In: Yr 1 and Yr 7	2	10	\$7,500.00	\$75,000.00
Total Frequency Clearance Cost:					\$515,000.00

The total sum of the frequency clearances and approvals identified in the above example is \$515K. This dollar amount should be entered into the following spreadsheet: Attachment J-11a (STO #2), CLIN Number 210006-1 (Frequency Clearances and Approvals), Cell G28. Contractors shall include their itemized cost breakout for the frequency clearances and approvals in their price narrative.

2. Frequency Clearances and Approvals (Renewals)

Contractors shall not provide pricing for Contract Year 1 under the “Frequency Clearances and Approvals (Renewals)” CLIN. The Contractor’s submitted price shall be the sum total of the frequency clearances and approval renewals for the identified six countries for contract years two thru 10 plus the FAR 52.217-8 six-month extension in which applicable frequency clearances and approval renewal charges are incurred. (See example below). Note that “the frequency clearance renewals terms and costs identified in the following example are provided for illustration purposes only and should not be construed as actual term lengths and actual frequency clearances renewal costs established by the individual countries”. It is the Contractors responsibility to obtain the accurate frequency terms and pricing of the frequency clearances renewals for each of the respective countries. Note that all applicable frequency clearances and approval renewals are required per each terminal in each country.

Table B.10-2b Frequency Clearances and Approvals Renewals STO #2 – Example



Country	Frequency Clearance Renewal Required (For Contract Year 8)	Number of Required Frequency Renewals	Terminal Quantity	Frequency Renewal Unit Cost	Frequency Renewal Total Extended Cost
Argentina	Assumes The Initial Frequency Clearance is Valid for 2 Years. The Renewal is Valid For 1 Year. Renewals Are Required In: Yr 2, Yr 4, Yr 6, Yr 8 and Yr 10	5	10	\$3,000.00	\$30,000.00
Bolivia	Assumes The Initial Frequency Clearance is Valid for 5 Years. The Renewal is Valid For 1 Year. Renewals Are Required In: Yr 2, Yr 3, Yr 4, Yr 5, Yr 7, Yr 8 , Yr 9 and Yr 10	8	10	\$2,000.00	\$0.00
Brazil	Assumes The Initial Frequency Clearance is Valid for 1 Year The Renewals Are Not Required	0	10	\$1,500.00	\$15,000.00
Chile	Assumes The Initial Frequency Clearance is Valid for 4 Years. The Renewal is Valid For 1 Year. Renewals Are Required In: Yr 2, Yr 3, Yr 4, Yr 6, Yr 7, Yr 8 , Yr 10 and Yr 11	8	10	\$3,500.00	\$35,000.00
Peru	Assumes The Initial Frequency Clearance is Valid for 3 Years. The Renewal is Valid For 1 Year. Renewals are Required In: Yr 2, Yr 3, Yr 5, Yr 6, Yr 8 , Yr 9 and Yr 11	7	10	\$4,000.00	\$40,000.00
Venezuela	Assumes The Initial Frequency Clearance is Valid for 6 Years. The Renewal is Valid For 1 Year. Renewals Are Required In: Yr 2, Yr 3, Yr 4, Yr 5, Yr 6, Yr 8 , Yr 9 and Yr 10	8	10	\$1,000.00	\$10,000.00
Total Frequency Renewal Cost:					\$130,000.00

The total sum of the frequency clearances renewals identified in the above example is \$130K. This dollar amount should be entered into the following spreadsheet: Attachment J-11a (STO #2), CLIN Number 210006a-1, (Frequency Clearances and Approvals (Renewals)), Cell G31. Contractors shall include their itemized cost breakout for the frequency clearances and approval renewals in their price narrative.

The Mobile Satellite Solution CLINs for STO #2 (J-10) are:

- Remote Site Equipment (Solar Required: Bolivia, Brazil, Peru and Venezuela)
Remote Site Equipment (No Solar Required: Chile and Argentina)
- Remote Site Equipment (Labor)
- Remote Site Equipment (Spares/Warranty)
- Program Management
- Space Segment Service + Teleport Service
- Network Management & Operations Support (Equipment)
- Network Management & Operations Support (Labor)
- Network Management & Operations Support (Spares/Warranty)

Additional information to complete the worksheets in the Attachment J-11b workbook is provided in Table B.10-3 below.

Table B.10-3. CLIN Pricing Instructions STO #2, Mobile (Attachment J-11b)

CLIN	Service or Product	CLIN Pricing Instructions



210001-1 thru 210001-11 FAR 52.217-8 (6 Month Extension)	Remote Site Equipment (Solar Required: Bolivia, Brazil, Peru and Venezuela)	Contractors shall provide pricing for all equipment proposed in the technical solution: 1. Satellite Terminals 2. Solar Array 3. Batteries 4. Environmental Enclosure 5. Ancillary Network Components This CLIN is priced in Years 1 and 6 only. Do not include travel or shipping in CLIN 210001.
210001a-1 thru 210001a-11 FAR 52.217-8 (6 Month Extension)	Remote Site Equipment (No Solar Required: Chile and Argentina)	Contractors shall provide pricing for all equipment proposed in the technical solution: 1. Satellite Terminals 2. Environmental Enclosure 3. Ancillary Network Components 4. Batteries This CLIN is priced in Years 1 and 6 only. Do not include travel or shipping in CLIN 210001a.
210001b-1 thru 210001b-11 FAR 52.217-8 (6 Month Extension)	Remote Site Equipment (Labor)	Contractors shall provide pricing for the following labor associated with CLINs 210001 and/or 210001a: Yrs 1 & 6: Provide Integration, Testing, and Installation labor costs for all equipment provided in CLINs 210001 and/or 210001a. Yrs 2-5, 7-10 + 6-month extension: Provide labor costs for services to support operations and maintenance for equipment provided in CLINs 210001 and/or 210001a and 210001c. Do not include travel, shipping or equipment in CLIN 210001b.
210001c-1 thru 210001c-11 FAR 52.217-8 (6 Month Extension)	Remote Site Equipment (Spares/Warranty)	Contractors shall provide pricing for spares and warranty to support operations and maintenance for all equipment provided in CLINs 210001 and/or 210001a. This includes management (labor) for spares and warranty activities. Do not include travel or shipping in CLIN 210001c.
210002-1 thru 210002-11 FAR 52.217-8 (6 Month Extension)	Program Management	Contractors shall provide pricing for labor related to the following: Start-up labor costs, contract initiation, information assurance costs and system engineering costs proposed throughout the contract lifecycle (5-year base period, plus the two option periods and the 6-month extension), system documentation, configuration management documentation and system O&M Manuals. Additionally, any other program management related labor required for the Contractors solution should be included in CLIN 210002.



		Do not include travel or equipment in CLIN 210002.
210003-1 thru 210003-11 FAR 52.217-8 (6 Month Extension)	Space Segment Service + Teleport Service	Contractors shall provide pricing for space segment bandwidth. In addition Contractors shall also identify the amount of bandwidth (MB) proposed in Column D (entitled "Contractor Provided Description of Service/Product"). Note that If any other cost elements (such as teleport services) are proposed, they must be described (in full) both in Column D and in the Contractor's Price Narrative referenced in Section B. This CLIN should also include the cost of any "occasional satellite use cost" if proposed as part of the technical approach. Do not include travel or shipping in CLIN 210003.
210004-1 thru 210004-11 FAR 52.217-8 (6 Month Extension)	Network Management and Operations Support (Equipment)	Contractors shall provide pricing for network management and operations support equipment. This CLIN is priced in Years 1 and 6 only. Do not include travel or shipping in CLIN 210004.
210004a-1 thru 210004a-11 FAR 52.217-8 (6 Month Extension)	Network Management and Operations Support (Labor)	Contractors shall provide pricing for the following labor associated with CLIN 210004: Yrs 1 & 6: Provide Integration, Testing, and Installation labor costs for all equipment provided in CLIN 210004. Yrs 2-5, 7-10 + 6-month extension: Provide labor costs for services (including Help Desk and NOC) to support operations and maintenance for equipment provided in CLIN 210004. Do not include travel, shipping or equipment in CLIN 210004a.
210004b-1 thru 210004b-11 FAR 52.217-8 (6 Month Extension)	Network Management and Operations Support (Spares/Warranty)	Contractors shall provide pricing for spares and warranty to support operations and maintenance for all equipment provided in CLIN 210004. This includes management (labor) for spares and warranty activities. Do not include travel or shipping in CLIN 210004b.

(END OF SECTION B)



ATTACHMENT J-9 Sample Task Order #1 – Excel Workbook

Contingency Satellite Communications System and Services			
CLIN*	Service or Product	Contract Year	Price
110000-1	STO #1 Overall System Price	Contract Year 1	\$2,938,211.21
110000-2	STO #1 Overall System Price	Contract Year 2	\$1,895,144.95
110000-3	STO #1 Overall System Price	Contract Year 3	\$1,970,657.24
110000-4	STO #1 Overall System Price	Contract Year 4	\$1,997,222.14
110000-5	STO #1 Overall System Price	Contract Year 5	
110000-6	STO #1 Overall System Price	Contract Year 6 (Option Period 1)	
110000-7	STO #1 Overall System Price	Contract Year 7 (Option Period 1)	
110000-8	STO #1 Overall System Price	Contract Year 8 (Option Period 1)	
110000-9	STO #1 Overall System Price	Contract Year 9 (Option Period 2)	
110000-10	STO #1 Overall System Price	Contract Year 10 (Option Period 2)	
110000-11	STO #1 Overall System Price	Contract Year 11 FAR 52.217-8 (six mo extension)	
Total			

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STO 1 - Contingency Satellite Communications System and Services								Contingency Satellite Communications System and Services												
CLIN*	Service or Product	CLIN Pricing Instructions	Offeror Provided Description of Service/Product	Unit Type	Qty	Product/Service UNIT PRICE	Total Service or Product Price (Contract Year 1)	Total Hours Per Period by Service or Product (if any)	Labor Category Information	Professional Services Labor Categories (Hours)										
110001-1	Satellite Communications Terminal and Equipment																			
110001a-3	Satellite Communications Terminal and Equipment (Labor)						\$53,228.24													
110001b-3	Satellite Communications Terminal and Equipment (Spares/Warranty)						\$120,192.16													
110002-3	Program Management						\$40,055.38													
110003-3	Space Segment						\$1,366,932.37													
110004-3	Teleport Service						\$116,574.72													
110005-3	Terrestrial Service						\$23,844.83													
110006-3	Training - Materials & Labor						\$9,645.92													
110007-3	Frequency Clearances and Approvals						\$0.00													

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ATTACHMENT J-11a Sample Task Order #2 – Excel Workbook (Fixed Satellite Service Solution)

Environmental Data Network (Fixed Satellite Service Solution)			
CLIN*	Service or Product	Contract Year	Price
210000-1	STO #2 Overall System Price	Contract Year 1	\$579,099.08
210000-2	STO #2 Overall System Price	Contract Year 2	\$220,286.17
210000-3	STO #2 Overall System Price	Contract Year 3	\$235,576.51
210000-4	STO #2 Overall System Price	Contract Year 4	\$249,528.50
210000-5	STO #2 Overall System Price	Contract Year 5	
210000-6	STO #2 Overall System Price	Contract Year 6 (Option Period 1)	
210000-7	STO #2 Overall System Price	Contract Year 7 (Option Period 1)	
210000-8	STO #2 Overall System Price	Contract Year 8 (Option Period 1)	
210000-9	STO #2 Overall System Price	Contract Year 9 (Option Period 2)	
210000-10	STO #2 Overall System Price	Contract Year 10 (Option Period 2)	
210000-11	STO #2 Overall System Price	Contract Year 11 FAR 52.217-8 (six mo extension)	
Total			

STO 2 - Environmental Data Network (Fixed Satellite Service Solution)								Environmental Data Network (Fixed Satellite Service Solution)														
CLIN*	Service or Product	CLIN Pricing Instructions	Offeror's Provided Description of Service/Product	Unit Type	Qty	Product/Service UNIT PRICE	Total Service or Product Price (Contract Year 1)	Total Hours Per Period by Service or Product (if any)	Labor Category Information	Professional Services Labor Categories (Hours)												
210001-1	Remote Site Equipment (Solar Required: Bolivia, Brazil, Peru and Venezuela)						\$228,766.29															
210001a-1	Remote Site Equipment (No Solar Required: Chile and Argentina)						\$53,484.31															
210001b-1	Remote Site Equipment (Labor)						\$48,239.59															
210001c-1	Remote Site Equipment (Spares/Warranty)						\$33,130.32															
210002-1	Program Management						\$28,877.87															
210003-1	Space Segment						\$43,229.50															
210004-1	Teleport Service						\$26,252.73															
210005-1	Terrestrial Service						\$8,750.91															
210006-1	Frequency Clearances and Approvals						\$98,807.89															

STO 2 - Environmental Data Network (Fixed Satellite Service Solution)								Environmental Data Network (Fixed Satellite Service Solution)																					
CLIN*	Service or Product	CLIN Pricing Instructions	Offeror's Provided Description of Service/Product	Unit Type	Qty	Product/Service <u>UNIT PRICE</u>	Total Service or Product Price (Contract Year 1)	Total Hours Per Period by Service or Product (if any)	Labor Category Information	Professional Services Labor Categories (Hours)																			
210006a-1	Frequency Clearances and Approvals (Renewals)						\$0.00																						
210007-1	Network Management and Operations Support (Equipment)						\$0.00																						
210007a-1	Network Management and Operations Support (Labor)						\$9,559.67																						
210007b-1	Network Management and Operations Support (Spares/Warranty)						\$0.00																						
210000-1 Total Contract Year Cost							\$579,099.08																						

STO 2 - Environmental Data Network (Fixed Satellite Service Solution)								Environmental Data Network (Fixed Satellite Service Solution)															
CLIN*	Service or Product	CLIN Pricing Instructions	Offeror's Provided Description of Service/Product	Unit Type	Qty	Product/Service UNIT PRICE	Total Service or Product Price (Contract Year 2)	Total Hours Per Period by Service or Product (if any)	Labor Category Information	Professional Services Labor Categories (Hours)													
210001-2	Remote Site Equipment (Solar Required: Bolivia, Brazil, Peru and Venezuela)																						
210001a-2	Remote Site Equipment (No Solar Required: Chile and Argentina)																						
210001b-2	Remote Site Equipment (Labor)						\$12,937.42																
210001c-2	Remote Site Equipment (Spares/Warranty)						\$16,850.25																
210002-2	Program Management						\$29,311.03																
210003-2	Space Segment						\$75,219.32																
210004-2	Teleport Service						\$45,679.75																
210005-2	Terrestrial Service						\$15,226.58																
210006-2	Frequency Clearances and Approvals						\$0.00																

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STO 2 - Environmental Data Network (Fixed Satellite Service Solution)								Environmental Data Network (Fixed Satellite Service Solution)															
CLIN*	Service or Product	CLIN Pricing Instructions	Offeror's Provided Description of Service/Product	Unit Type	Qty	Product/Service UNIT PRICE	Total Service or Product Price (Contract Year 5)	Total Hours Per Period by Service or Product (if any)	Labor Category Information	Professional Services Labor Categories (Hours)													
210001-5	Remote Site Equipment (Solar Required: Bolivia, Brazil, Peru and Venezuela)																						
210001a-5	Remote Site Equipment (No Solar Required: Chile and Argentina)																						
210001b-5	Remote Site Equipment (Labor)																						
210001c-5	Remote Site Equipment (Spares/Warranty)																						
210002-5	Program Management																						
210003-5	Space Segment																						
210004-5	Teleport Service																						
210005-5	Terrestrial Service																						
210006-5	Frequency Clearances and Approvals																						

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STO 2 - Environmental Data Network (Fixed Satellite Service Solution)								Environmental Data Network (Fixed Satellite Service Solution)														
CLIN*	Service or Product	CLIN Pricing Instructions	Offeror's Provided Description of Service/Product	Unit Type	Qty	Product/Service UNIT PRICE	Total Service or Product Price (Contract Year 9)	Total Hours Per Period by Service or Product (if any)	Labor Category Information	Professional Services Labor Categories (Hours)												
210006a-9	Frequency Clearances and Approvals (Renewals)																					
210007-9	Network Management and Operations Support (Equipment)																					
210007a-9	Network Management and Operations Support (Labor)								EE													
		EE																				
		EE																				
210007b-9	Network Management and Operations Support (Spares/Warranty)								EE													
		EE																				
		EE																				
210000-9	Total Contract Year Cost																					

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STO-2 Labor Price Table	Professional Services Labor Categories (\$/Hour)																																				
	Labor Category Code	LC-1	LC-2	LC-3	LC-4	LC-5	LC-6	LC-7	LC-8	LC-9	LC-10	LC-11	LC-12	LC-13	LC-14	LC-15	LC-16	LC-17	LC-18	LC-19	LC-20	LC-21	LC-22	LC-23	LC-24	LC-25	LC-26	LC-27	LC-28	LC-29	LC-30	LC-31	LC-32	LC-33	LC-34	LC-35	
Labor Category Name	Junior VSAT Engineer	Senior VSAT Engineer	Junior Network Engineer	Senior Network Engineer	Program Manager	Operations Manager	Field Service Representative	Trainer	Systems Engineer	Quality Assurance	Tech Writer	Test Engineer	SOC/Help Desk	Assembler	Short Name Here	Short Name Here	Short Name Here	Short Name Here	Short Name Here	Short Name Here	Short Name Here	Short Name Here	Short Name Here	Short Name Here	Short Name Here	Short Name Here	Short Name Here	Short Name Here	Short Name Here	Short Name Here	Short Name Here	Short Name Here	Short Name Here	Short Name Here	Short Name Here	Short Name Here	Short Name Here



SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 OVERVIEW

C.1.1 CONTRACT OBJECTIVE

C.1.1.1 The overarching objective for Complex Commercial SATCOM Solutions (CS3) is to create contracts as flexible and agile as possible to meet and satisfy the widely differing requirements of the Federal Government organizations both now and for the next decade and beyond. CS3 is intended to meet program goals for:

- Service Continuity
- Highly Competitive Prices
- High-Quality Service
- Full Service Vendors
- Operations Support
- Transition Assistance and Support
- Opportunities for Technical Innovation

C.1.1.2 Contractors are sought who will provide worldwide commercial satellite communications (COMSATCOM) Complex Solutions. COMSATCOM Complex Solutions comprise customized engineered solutions to meet customers' unique COMSATCOM needs. These solutions may include any combination of fixed satellite services and/or mobile satellite services, components, and/or service enabling authorizations (e.g., host nation approvals, landing rights, frequency clearances, etc.) and components and ancillary equipment such as terminals, teleports, terrestrial tail circuits, Subscriber Identity Module (SIM) cards, and peripherals.

C.1.1.3 COMSATCOM Complex Solutions may include, but are not limited to, design, development, licensing, integration, installation, testing, network management, engineering, full lifecycle logistics and operations support, and training. Delivered solutions may be turnkey systems comprising all elements of a system, or delivered solutions may be limited to integration of specific components with existing Government-provided elements. Examples of the types of COMSATCOM Complex Solutions the Contractor shall have the capability to deliver are included in this section; however, the specific COMSATCOM Complex Solutions to be procured will be defined in subsequent Task Orders.



C.1.2 EMERGING TECHNOLOGY AND SECURITY

The Government recognizes that satellite technologies and services are rapidly evolving. Accordingly, the Government anticipates that services and solutions available under CS3 will be increased, enhanced, and upgraded as these improvements become available to COMSATCOM customers. It is anticipated that over the life of the CS3 contracts, the current information assurance policies and procedures for COMSATCOM Complex Solutions will continue to evolve to address system vulnerabilities and cyber-threats.

C.2 SUMMARY OF REQUIREMENTS

Unless otherwise instructed in this Contract, the Contractor is solely responsible for all requirements stated herein.

C.2.1 MANAGEMENT REQUIREMENTS

C.2.1.1 Program Management

C.2.1.1.1 The Contractor shall employ project management processes and resources needed to plan, direct, coordinate, and implement the contract as well as control the requirements contained in the contract and priced Task Orders. The Contractor shall have the capability to manage multiple simultaneous Task Orders of varying complexity at worldwide locations, including:

- Methodologies and tools for planning the activities of its team(s)
- Scheduling, organizing, and deploying resources
- Controlling task execution, monitoring progress, and resolving critical issues

C.2.1.1.2 The Contractor shall furnish effective and proactive management of the full Task Order lifecycle for COMSATCOM Complex Solution to include award, Task Order kickoff, transition and onboarding, design, procurement, development and staging, fielding, testing and integration, system acceptance, on-going maintenance and operational support. The Contractor shall manage and minimize Task Order risks at all subcontract tiers.

C.2.1.1.3 The Contractor shall implement and maintain a governance and reporting structure that provides transparency and Government access to cost, schedule, and performance metrics, and supports timely delivery of services and accurate invoicing.



C.2.1.1.4 The Contractor shall manage resources as required throughout the Task Order lifecycle to include staff recruitment, training and evaluation of performance. The Contractor shall have the capability to manage resources when there are reductions or surge in Task Order workload, and when there are requirement changes necessitating reallocation of resources.

C.2.1.1.5 The Contractor shall document work to be allocated to Subcontractors and the processes for managing Subcontractors. The Contractor shall employ metrics that will be utilized with the Government and with Subcontractors to provide effective management of Task Order performance.

C.2.1.1.6 On a Task Order basis, the Contractor shall provide resumes for personnel contributing to a COMSATCOM Complex Solution as requested to address specific personnel requirements.

C.2.1.2 System Engineering

C.2.1.2.1 The Contractor shall develop and document an engineered solution that addresses all requirements as outlined in this contract and the specific Task Order.

C.2.1.2.2 The Contractor shall develop and document an engineered solution that identifies all equipment and resources proposed to satisfy the Task Order.

C.2.1.2.3 The Contractor shall develop and document an engineered solution that provides the Contractor recommended plans to replace equipment and resources in case of failure, except in those cases where the Government has specific sparing requirements.

C.2.1.2.4 The Contractor shall develop and document an engineered solution that addresses the use of Government furnished materials and resources as specified in the Task Order.

C.2.1.2.5 The Contractor shall develop and document an engineered solution that implements the necessary quality processes and quality control. The Contractor shall provide the necessary infrastructure and practices to ensure service availability requirements identified in the Task Order.

C.2.1.2.6 The Contractor shall develop and document an engineered solution that effectively identifies and assesses risk. The Contractor shall document and implement a risk management strategy for the Task Order.



C.2.1.2.7 The Contractor shall update the engineered solution to reflect all Task Order modifications and incorporate Engineering Change Proposals (ECPs) as required.

C.2.1.2.8 The Contractor shall ensure any Network Operations Center (NOC) identified as part of the engineered solution has the following minimum functional capabilities¹:

- Spectrum and Network Monitoring
- Incident Response
- Automated Reporting

C.2.1.2.9 The Contractor shall develop and document an engineered solution that identifies the applicable performance standards, specifies the set of performance metrics for the services the Contractor proposes to use, and describes in detail the methods and measurements with which the Contractor proposes to establish compliance with the performance standards. The Government reserves the right, on a Task Order basis, to identify the performance standards, specify the performance metrics, and describe the methods and measurements to establish compliance with the performance standards.

C.2.1.3 Information Security and Risk

The Contractor shall ensure effective implementation and management of an information security program to provide security for all systems, networks, and data that support the operations of the organization. Additionally, the Contractor shall ensure that all COMSATCOM Complex Solutions provided are compliant with information assurance requirements.

C.2.1.4 Risk Management Framework

The National Institute of Standards and Technology (NIST) working with the Department of Defense and other organizations developed a common information security framework for the Federal Government and its contractors. The Risk Management Framework (RMF) replaces the traditional certification and accreditation (C&A) process and includes a continuous monitoring process. The RMF steps² include:

¹ Additional Functional Capabilities may be identified in the Task Order

² National Institute of Standards and Technology Special Publication 800-37 Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach, Section 1.1 and Section 2.1



Categorize the information system and the information processed, stored, and transmitted by that system based on an impact analysis.

Select an initial set of baseline security controls for the information system based on the security categorization; tailoring and supplementing the security control baseline as needed based on an organizational assessment of risk and local conditions.

Implement the security controls and describe how the controls are employed within the information system and its environment of operation.

Assess the security controls using appropriate assessment procedures to determine the extent to which the controls are implemented correctly, operating as intended, and producing the desired outcome with respect to meeting the security requirements for the system.

Authorize information system operation based on a determination of the risk to organizational operations and assets, individuals, other organizations, and the Nation resulting from the operation of the information system and the decision that this risk is acceptable.

Monitor the security controls in the information system on an ongoing basis including assessing control effectiveness, documenting changes to the system or its environment of operation, conducting security impact analyses of the associated changes, and reporting the security state of the system to designated organizational officials.

The Contractor will develop a Risk Management Framework Plan that includes processes and procedures to accomplish all of the above steps except Authorize³. The Authorize step will be completed for each Task Order by the Ordering Activity. The Risk Management Framework Plan will be a post-award contract deliverable (see Section F.6).

C.2.1.5 Climate Change Risk and Mitigation

GSA has a leading role in ensuring that the Federal Government is better prepared to cope with the consequences of climate change that present many serious risks for government operations. These risks include damage to facilities and equipment and disruptions to communications networks. Climate change risk and mitigation shall be considered in the design and operations of services to be provided under this contract.

The Contractor shall incorporate climate change adaptation strategies into risk-management programs to reduce property, infrastructure, and supply chain vulnerabilities. This includes identifying mission critical facilities, products and services, evaluating business operations and supply chains that may be vulnerable and anticipating needs that may arise from climate change.

³ NIST 800-37 Security Authorization is the official management decision given by a senior organizational official to authorize operation of an information system and to explicitly accept the risk to organizations operations and assets, individuals, other organizations, and the Nation based on the implementation of an agreed-upon set of security controls.



Executive Order (E.O.) 13693, *Planning for Federal Sustainability in the Next Decade*, requires agencies to identify and address projected impacts of climate change on mission critical communication demands and consider those impacts in operational preparedness planning. In support of this requirement, contract awardees shall prepare and update as needed a Corporate Climate Risk Management Plan that identifies, and addresses mitigation of, climate change risks to land based equipment and services associated with the satellite communication services provided under this contract. The Corporate Climate Risk Management Plan will be a post-award contract deliverable (see Section F.6).

C.2.1.6 Cost and Schedule

The Contractor shall provide customers with accurate schedules and project status, timely and accurate invoicing, and provide account information as defined in subsequent Task Orders to the Ordering Contracting Officer (OCO), Contracting Officer's Representative (COR), and Task Leads.

C.2.2 GENERAL TECHNICAL REQUIREMENTS

C.2.2.1 The Contractor shall provide complete, customized engineered COMSATCOM Complex Solutions to meet customers' unique satellite communications needs. These solutions may include any combination of fixed satellite services or mobile satellite services components, and/or service enabling components such as terminals, teleports (to include both Gateway and Telemetry, Tracking, and Control (TT&C) systems), Network Operations Centers (NOC), and terrestrial interface tail circuits. The Contractor shall also have the ability to supply licensing, integration, network management, engineering services, and any necessary ancillary equipment and services.

C.2.2.2 The Contractor shall provide the COMSATCOM system engineering design, configuration, installation, implementation, training, and on-going maintenance and operational support necessary to deliver a COMSATCOM Complex Solution. The Contractor shall design solutions that allow for purchase of solution components (where the Government retains ownership of equipment, e.g. satellite transponder) and/or leasing of solution components (where the Contractor retains ownership of equipment). The Contractor shall have the ability to provide a solution-specific combination of at least, but not limited to, the services identified below:

C.2.2.2.1 Design and Engineering Services including, but not limited to, site surveys, developing specifications, drawings, reports, schedules and other related work products, configuration, procurement, implementation, installation and testing.



C.2.2.2.2 Ongoing Maintenance and Operational Support Services including, but not limited to, network management, operations support, gateway operations, full lifecycle logistics support, quality assurance, asset management, maintenance and repair services.

C.2.2.2.3 Customer Care and Helpdesk Support including, but not limited to, facilitating satellite and network access, responding to trouble calls and complaints with identified points of contact, availability, and procedures for problem resolution, information flow, and escalation. Personnel providing Customer Care and Helpdesk Support must be English-speaking. The individual customer requirements will define the methods of customer access and hours of operation up to 24 hours per day, 7 days a week.

C.2.2.2.4 Training shall include, but is not limited to: satellite access procedures, equipment operations, and maintenance training.

C.2.3 REQUIRED COMSATCOM COMPLEX SOLUTION TYPES

C.2.3.1 COMSATCOM Complex Solutions include, but are not limited to, any combination of bandwidth, throughput, terminals, other user equipment, teleports, terrestrial tail circuits, networks, other terrestrial infrastructure, integration and engineering services, and installation, operations, and maintenance.

C.2.3.2 The Contractor solutions shall meet the Information Assurance, Responsiveness, Portability, Flexibility/Optimization, Capacity, Coverage, Net Ready (Interoperability), Network Monitoring (Net Ops), Electro Magnetic Interference (EMI) / Radio Frequency Interference (RFI) Identification, Characterization, and Geo-location, and Security requirements outlined in Section C.2.4 as assigned by the Ordering Activity on a Task Order basis.

C.2.3.3 The Contractor shall have the capability to deploy the necessary terminals, teleports, terrestrial tail circuits, networks, Integration Services, Engineering Services, Licensing, Network Management, Operations & Maintenance, and Training required by the Ordering Activity. The Contractor must provide documentation required to conduct Security Assessments and obtain a Security Authorization.⁴

C.2.3.4 The Contractor shall provide the necessary capabilities and deliver solutions of the scope herein, in response to requirements aligning with the COMSATCOM Complex Solution types described in C.2.3.4.1 through C.2.3.4.9. Additionally, content/solution types/applications (e.g., broadcast technology) that is connected to a satellite network may be considered in-scope if the majority of the solution is satellite-orientated.

⁴ See footnote 2.



C.2.3.4.1. Interactive Services. The Contractor shall have the capability to provide complete, customized engineering solutions to support 24x7 Interactive Services requirements. Interactive Services involve the ability to connect multiple locations into a real-time two-way interactive network, mostly involving audio and video. Interactive Services include Distance Learning and Telemedicine type requirements. Interactive Services are often characterized by distribution of a common information stream to multiple locations, scheduling components, and conditional access management. Interactive Services must allow for changes to the information stream, distribution locations, and network configurations. Interactive Services must also accommodate changing circumstances and variances with terrestrial communication components and systems, to address the level of customer tolerance for latency, delay, jitter, and packet loss.

C.2.3.4.2 Continuity of Operations (COOP). The Contractor shall have the capability to provide complete, customized engineering solutions to support COOP requirements. COOP involves the pre-planned establishment and deployment of a backup or alternative communications infrastructure in anticipation that a natural or human-caused event disables or destroys the normal, primary communications infrastructure and is focused on reconstitution of the critical communications functionality to continue minimal essential and/or normal operations. When the COOP capability is required, activation is often required within 24 hours. COOP includes developing an alternative for portions of, or the entirety of, the normal, primary communications infrastructure, and can be

as simple as a set of new Internet Protocol addresses or as complex as replicating the functionality of the entire primary, terrestrial infrastructure. COOP can include requiring a completely different set of hardware, personnel, and network paths, and associated terrestrial infrastructure as an ancillary component of the COMSATCOM Complex Solution.

C.2.3.4.3 Broadcast Satellite Service (BSS). The Contractor shall have the capability to provide complete, customized engineering solutions to support BSS requirements. BSS involves the collection of voice, video, and/or data into one central site and subsequent distribution of that information (typically one-way) to multiple fixed and/or mobile locations. BSS includes Streaming Media type requirements. BSS is often characterized by high bandwidth requirements, dedicated, fully utilized data streams for the duration of the broadcast, live or real-time distribution, access control for different portions of the information stream, and minimum customer tolerance for latency, delay, and jitter.



C.2.3.4.4 Fleet and Asset Tracking & Reporting Services. The Contractor shall have the capability to provide complete, customized engineering solutions to support Fleet and Asset Tracking & Reporting Services requirements. Fleet and Asset Tracking & Reporting Services involve the ability for deployed equipment (e.g., sensors) to send real-time location and/or status information or the ability to send messages or other data to the fleet. Fleet and Asset Tracking & Reporting Services include machine-to-machine (M2M) technologies and data transfer.

C.2.3.4.5 Emergency Responder Operations. The Contractor shall have the capability to provide complete, customized engineering solutions to support Emergency Responder Operations. Emergency Responder Operations involve reconstituting a communications infrastructure in response to a natural or human-caused event that disrupts or destroys the normal, pre-existing communications infrastructure. Emergency Responder Operations involves an ad-hoc, immediate need communications requirement that eventually reverts back to communications infrastructure previously used or restored. Emergency Responder Operations needs quick responsiveness from a few hours to a few days, and optimally provides interoperability among different types of responders, transportability, quick design, implementation, and activation, and the ability to reach back into headquarters and shared information sources. Additionally, it is not uncommon for the requirement to grow significantly from a small number of users (e.g., initial responders) to a large number (e.g., coordinated large-scale humanitarian effort) within a moderate period of time (e.g., within 30 days).

C.2.3.4.6 Steady State Operations. The Contractor shall have the capability to provide complete, customized engineering solutions to support Steady State Operations requirements which are generally long duration baseline communications services and infrastructure to support enduring user requirements. Steady State Operations include significant pre-planning with more time allowed for design, configuration, implementation, and activation times, ubiquitous access to collaborative and integrated users, fixed infrastructure that responds more slowly to changes, lower priority with the ability to be pre-empted by a higher priority (e.g. Emergency Responder Operations or Direct Customer Operations) short term need for the same communications resources. Steady State Operations generally has high sensitivity to the cost of the technical capability delivered.



C.2.3.4.7 Direct Customer Operations. The Contractor shall have the capability to provide complete, customized engineering solutions to support Direct Customer Operations requirements which are typically of short duration to support a specific mission. Direct Customer Operations involve the creation of a communications infrastructure to support specific Customer operations, usually because no pre-existing communications infrastructure is available. Direct Customer Operations include the ability to collaborate among various types of Customers and connect Customers operating on the tactical edge back to headquarters and shared information sources. Direct Customer Operations often require transportability and mobility, personnel and facility security, information assurance, and the ability to reconfigure and/or reconstitute quickly in response to changing situations during prosecution of the mission with real-time insight into communications networks status, and moderate to quick responsiveness requirements with deployment required in several hours to several days. These communications solutions can be high priority with the ability to pre-empt other uses of the same communications resources, and typically the cost of the solution is a much lower priority than the ability to utilize the solution as part of executing the mission. Additionally, the requirement may grow significantly from a small number of users (e.g., 50 users or less) to a much larger number within a moderate period of time (e.g., within 30 days).

C.2.3.4.8 Stand-alone Satellite Professional Support Services. **[APPLICABLE FOR SMALL BUSINESS CONCERNS ONLY].** The Contractor shall provide COMSATCOM-related Professional Support Services for all COMSATCOM Complex Solution components to include any or all support services. These services include, but are not limited to, abstract or concept studies and analysis, strategic and preliminary planning, requirements definition and analysis, evaluation of alternative technical approaches, modeling and simulation, enterprise architecture design, cost-performance trade-off analysis, feasibility analysis, regulatory compliance support, system engineering, independent verification and validation, network performance assessment, and, and Information Assurance Security Assessment and Security Authorization.

C.2.3.4.9 The Government reserves the right to issue requirements aligned with COMSATCOM Complex Solution types not included in the list above.

C.2.4 REQUIRED COMSATCOM COMPLEX SOLUTION ATTRIBUTES



Required COMSATCOM Complex Attributes are common attributes that apply to all COMSATCOM Complex solution types. These attributes are in line with the COMSATCOM attributes that were validated by the DoD Joint Staff Net-Centric Functional Capabilities Board (NC FCB) Memorandum, "The Net-Centric Assessment of Commercial Satellite Capabilities," dated 21 February 2006."

C.2.4.1 Information Assurance

C.2.4.1.1 The Contractor shall comply with: The Committee on National Security Systems Policy (CNSSP) 12, "National Information Assurance Policy for Space Systems used to Support National Security Missions," or Department of Defense Instruction (DoDI) 8581.01, "Information Assurance (IA) Policy for Space Systems Used by the Department of Defense."

C.2.4.1.2 The Contractor shall comply with the Federal Information Security Management Act of 2002 as implemented by Federal Information Processing Standards Publication 200 (FIPS 200), "Minimum Security Requirements for Federal Information and Information Systems." All Contractor solutions will be evaluated against a moderate-impact information system (per FIPS 200) that is described in the current revisions of National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," NIST SP 800-37 "Guide for Applying the Risk Management Framework to Federal Information Systems", DoD Instruction (DoDI) 8500.01, "Cybersecurity," DoDI 8510.01, "Risk Management Framework (RMF) for DoD Information Technology (IT)" and associated documents.

C.2.4.1.3 On a Task Order basis, the Ordering Activity shall assign an impact level (Low, Moderate, or High, per FIPS 200, NIST SP 800-53, DoDI 8500.01 and DoDI 8510.01) prior to issuing the initial statement of work. Task Order evaluations shall consider the extent to which the Contractor solutions complies with the necessary security controls based upon the assigned impact level, command encryption/authentication, and other requirements in CNSSP 12 and/or DoDI 8581.1.



C.2.4.1.4 The Contractor's information assurance boundary is where the Contractor's services connect to the user terminals/equipment (i.e., includes satellite command encryption (ground and space); systems used in the Satellite Operations Centers (SOCs), Network Operations Centers (NOCs), Business Support Systems (BSS), and teleport; and terrestrial infrastructure required for service delivery). On a Task Order basis, the Ordering Activity shall define the IA boundary in their Statement of Work or Performance Work Statement (PWS).

C.2.4.1.5 The Ordering Activity reserves the right to independently evaluate, audit, and verify the IA compliance for any proposed or awarded COMSATCOM Complex Solution. The Contractor must provide documentation required to conduct Security Assessments and Security Authorization. All IA Security Assessments and Security Authorizations are the responsibility of the Ordering Activity.

C.2.4.2 Responsiveness

C.2.4.2.1 As specified on a Task Order basis, the Contractor shall deliver solutions in one of the following timeframes after Task Order award:

C.2.4.2.1.1 Standard Service Delivery (30 calendar days or less). Standard Service Delivery is the time required under normal conditions for COMSATCOM Complex Solutions to be available.

C.2.4.2.1.2 Accelerated Service Delivery (7 calendar days or less). Under Accelerated Service Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until operations permit.

C.2.4.2.1.3 Time-Critical Service Delivery (4 hours or less). Under Time-Critical Service Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until operations permit. Time-Critical Delivery shall be predicated on the availability of pre-planned engineering solutions, pre-planned line-up messages and transmission plans, pre-arranged Host Nation Agreements (HNA), terrestrial connectivity (if applicable), and frequency clearance, and the availability of contracted bandwidth.

C.2.4.2.1.4 Extended Service Delivery. The time required under extenuating circumstances to implement a Task Order after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, long-lead terrestrial connectivity,



or other time intensive service delivery requirements as defined in the individual Task Order. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

C.2.4.3 Portability

C.2.4.3.1 The Contractor shall have the capability to redeploy COMSATCOM services, subject to availability. Portability shall be provided within the COMSATCOM Contractor's resources at any time as requested by the Ordering Activity and is not limited to the examples provided below. When portability is exercised, evidence of equivalent net present value (NPV⁵) shall be provided by the Contractor. Alternatively, prior to Task Order award, specific pre-defined terms and conditions for portability and related services including pricing and/or other contract terms may be negotiated and defined in the individual Task Order.

C.2.4.3.2 Portability may include moving from one transponder/satellite to another, one managed service area to another, transponded capacity redeployment between beams or transponders on a single satellite, redeployment from one frequency band to another, physical relocation of a satellite to a new orbital position, re-routing of teleport services from one teleport to another pre-defined teleport, re-routing of traffic from one terrestrial infrastructure to another pre-defined infrastructure, and movement of Network Operations Center (NOC) services from one NOC to another NOC.

C.2.4.3.3 Any changes to the network architecture as a result of portability will require the Contractor to provide updated documentation to obtain approval / review of the security authorization with the Ordering Activity.

C.2.4.4 Flexibility/Optimization

C.2.4.4.1 The Contractor shall have the capability to re-groom resources for spectral, operational, or price efficiencies. Flexibility/optimization shall be provided within the COMSATCOM Contractor's resources at any time as requested by the Ordering Activity. When flexibility/optimization is exercised, evidence of equivalent net present value (NPV⁶) shall be provided by the Contractor. The Contractor is encouraged to submit re-grooming

⁵ For example, one-year of service for a transponder valued at \$1M/year is traded for six-months of service on a transponder valued at \$2M/year.

⁶ For example, one-year of service on a less efficient arrangement of contractor resources is traded for nine-months of services on a more efficient arrangement of contractor resources that provides an operational efficiency to the Ordering Activity's customers.



approaches for Ordering Activity consideration that may increase efficiencies for existing COMSATCOM Complex Solutions. Alternatively, prior to Task Order award, specific pre-defined terms and conditions for re-grooming including pricing and/or other contract terms may be negotiated and defined in the individual Task Order.

C.2.4.4.2 Re-grooming may include, but is not limited to, analysis of space segment, teleport, and network resource utilization in order to increase the number of carriers on existing allocated bandwidth and/or terminals and/or increasing the data rates on individual Task Orders through the implementation of advanced coding, modulation, and/or hardware upgrades.

C.2.4.4.3 Any changes to the network architecture as a result of regrooming will require the Contractor to provide updated documentation to obtain approval / review of the security authorization with the Ordering Activity.

C.2.4.5 Capacity

C.2.4.5.1 The Government has requirements for scalable COMSATCOM capacity in any COMSATCOM frequency band. The Contractor must be able to provide scalable capacity in any available COMSATCOM frequency band in support of US Government COMSATCOM requirements. The Contractor must be able to demonstrate how they will provide surge capacity to the US Government when required at the individual Task Order level.

C.2.4.5.2 Any changes to the network architecture to provide surge capability will require the Contractor to provide updated documentation to obtain approval / review of the security authorization with the Ordering Activity.

C.2.4.6 Coverage

C.2.4.6.1 The Government has requirements for COMSATCOM coverage anywhere in the world and in any COMSATCOM frequency band. The Contractor must be able to provide coverage anywhere worldwide in any available COMSATCOM frequency band. Specific pre-defined coverage may be negotiated and defined in the individual Task Order.



C.2.4.7 Network Monitoring (Net Ops)

C.2.4.7.1 The Contractor shall have the capability to electronically collect and deliver near real-time spectrum and network monitoring, fault/incident/outage reporting, and information access to ensure effective and efficient operations, performance, and availability, consistent with commercial practices. Consistent with the Contractor standard management practices, the Net Ops information will be provided on a frequency (example: every 6 hours, daily) and format (example: SNMP, XML) as defined in a requirement to a location/entity/electronic interface defined by the Ordering Activity. Prior to Task Order award, specific pre-defined terms and conditions for Net Ops collection and delivery may be negotiated and defined in the individual Task Order.

C.2.4.8 EMI/RFI Identification, Characterization, and Geo-Location

C.2.4.8.1 The Contractor shall have the capability to collect and electronically report in near real-time Electro Magnetic Interference (EMI) / Radio Frequency Interference (RFI) identification, characterization, and geo-location. The Contractor shall provide best-effort capability to identify and characterize sub-carrier EMI/RFI being transmitted underneath an authorized carrier, and geo-locate the source of any and all EMI/RFI. The Contractor shall establish and use with the Ordering Activity a mutually agreed upon media and voice communications capability capable of protecting Controlled Unclassified Information (CUI).

C.2.4.9 Security

C.2.4.9.1 To ensure the capability to respond to Secret national security requirements as identified in C.2.4.9.3 – C.2.4.9.6, the CS3 Contract is requiring contractors to obtain a Secret Facility Clearance with Secret level Safeguarding, and COMSEC requirements. The DD Form 254 (Contract Security Classification Specification) reflects these requirements and is attached (see sample Contract DD Form 254 in Section J). The GSA will issue a DD Form 254 upon contract award.

C.2.4.9.2 Task orders may require and identify higher level Facility, Safeguarding, special access, and COMSEC requirements. These requirements will be identified on the agency-specific DD Form 254 to be awarded at the Task Order level. A blank DD Form 254 is available at the following site: www.dtic.mil/whs/directives/forms/eforms/dd0254.pdf



C.2.4.9.3 The Contractor is responsible for providing personnel with appropriate security clearances to ensure compliance with government security regulations, as specified within the CS3 DD 254 and Task Orders. The Contractor shall fully cooperate on all security checks and investigations by furnishing requested information to verify the Contractor employee's trustworthiness and suitability for the position. Clearances

may include Sensitive Compartmented Information (SCI), Special Access Programs (SAP), or agency-specific access, such as a Q.

C.2.4.9.4 The Contractor may be required to obtain/possess varying levels of personnel and facility security clearances up to U.S. Government TOP SECRET/Sensitive Compartmented Information (TS/SCI) or equivalent clearances assigned by the National Security Authority of a North Atlantic Treaty Organization (NATO) Member State or Major Non-NATO Ally.

C.2.4.9.5 The Contractor may be required to provide physical security (e.g., personnel or equipment protection).

C.2.4.9.6 For incident resolution involving classified matters, the Contractor shall provide appropriately cleared staff who can affect COMSATCOM services operations (example: satellite payload operations, network operations). The Contractor shall provide a minimum of one operations staff member AND a minimum of one person with the authority to commit the company if resolution requires business impacting decisions (example: Chief Executive Officer, Chief Operations Officer, etc.).

C.2.4.9.7 When Communications Security (COMSEC) or Transmission Security (TRANSEC) equipment or keying material is placed in the equipment/terminal shelter, the Contractor shall ensure compliance with applicable physical security directives/guidelines and that all deployed equipment/terminal operations and maintenance personnel shall possess the appropriate clearances, equal to or higher than the classification level of the data being transmitted. Where local regulations require use of foreign personnel for terminal operations and maintenance, then the Contractor shall ensure compliance with applicable security directives/guidelines and document to the U.S. Government's satisfaction that protective measures are in place and such individuals have equivalent clearances granted by the local host nation.



C.2.4.9.8 For classified operations security (OPSEC), the Contractor shall ensure that all personnel in direct contact with classified OPSEC indicators (example: the unit, location, and time of operations) have U.S. SECRET or higher personnel security clearances, or, as appropriate, equivalent clearances assigned by the National Security Authority of a NATO Member State or Major Non-NATO Ally, in accordance with applicable security directives and guidelines.

C.2.4.9.9 To ensure the capability of communicating classified intelligence information to satellite vendors, cleared satellite vendor staff must have access to secure voice communications for emergency purposes. Communications security (COMSEC) equipment certified by the National Security Agency (NSA) to secure critical unclassified information (CUI) and up to and including SECRET communication transmissions at all operations centers is required.

C.2.4.9.10 The Contractor shall have the capability to “mask” or “protect” users against unauthorized release of identifying information to any entity that could compromise operations security. Identifying information includes but is not limited to personal user and/or unit information including tail numbers, unit names, unit numbers, individual names, individual contact numbers, street addresses, etc.

C.2.4.10 Net Ready (Interoperability)

The Contractor shall deliver solutions that are consistent with commercial standards and practices. Contractor solutions shall have the capability to access and/or interoperate with Government or other Commercial teleports/gateways and provide enterprise service access to or among networks or enclaves. Interfaces may be identified as interoperable on the basis of participation in a sponsored interoperability program. Any such access and/or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual Task Order requirements.

(END OF SECTION C)



SECTION D

PACKAGING AND MARKING

D.1 GENERAL

All information submitted to the Procuring Contracting Officer (PCO) the Program Manager (PM), the Contracting Officer's Representative (COR), or the Ordering Contracting Officer (OCO) shall clearly indicate the Contract Number, the Task Order number, and attention to the specific addressee, as applicable.

If an Ordering Agency desires other than standard packing, packaging, or markings, the Ordering Agency shall specifically define those requirements at the individual Task Order level.

D.2 UNCLASSIFIED AND CLASSIFIED MARKING

Unclassified data shall be prepared for shipment in accordance with requirements set forth by the Ordering Agency at the individual Task Order level, or if none is specified, pursuant to industry standards.

Classified reports, data, and documentation shall be prepared for shipment in accordance with requirements set forth in the Order, or if none is specified, pursuant to the National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M.

D.3 PACKING, MARKING, AND STORAGE OF EQUIPMENT

All packing, marking and storage incidental to shipping of equipment to be provided under this contract shall be made at the Contractor's expense. Such packing, supervision marking and storage costs shall not be billed to the Government. Supervision of packing and unpacking of equipment shall be furnished by the Contractor.

D.4 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES

D.4.1 552.211-73 MARKING (FEB 1996)

(a) General requirements. Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the contract. Additional marking requirements may be specified on delivery orders issued under the contract. If not otherwise specified, interior packages and exterior shipping containers shall be marked in accordance with the following standards:



(1) Deliveries to civilian activities. Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.

(2) Deliveries to military activities. Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation.

(b) Improperly marked material. When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor, to perform the required marking, by contract or otherwise, and charge the Contractor therefore at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

(End of clause)

D.4.2 552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB 1996)

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering agency and the Contractor.

(End of clause)

D.4.3 552.211-77 PACKING LIST (FEB 1996)

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate:

- (1) Name and address of the consignor;
- (2) Name and complete address of the consignee;
- (3) Government order or requisition number;
- (4) Government bill of lading number covering the shipment (if any); and
- (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).



(b) When payment will be made by Government commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include:

(1) Cardholder name and telephone number and

(2) The term "Credit Card."

(End of clause)

D.4.4 552.211-85 CONSISTENT PACK AND PACKAGE REQUIREMENTS (JAN 2010)

The Contractor is advised that the Government will, where possible, order in full shipping containers and/or unitized loads. If volume warrants, the Government may also order in truckload or carload quantities provided such quantities do not exceed the maximum order limitation of this contract.

When the number of items per unit container, intermediate container and/or shipping container is not specified for an item, the offeror will state, in the spaces provided in the schedule of items, the number of items to be provided in each container. The quantities which are accepted at the time of award shall remain in effect throughout the term of the contract unless the Contracting Officer approves in writing a request by the Contractor to change the package quantities. Requests for changes shall be directed to the Contracting Officer or Administrative Contracting Officer, whichever is applicable.

(End of clause)

D.4.5 552.211-87 EXPORT PACKING (JAN 2010)

(a) Offerors are requested to quote, in the pricelist accompanying their offer (or by separate attachment), additional charges or net prices covering delivery of the items furnished with commercial or military export packing. Military export packing, if offered, shall be in accordance with Mil-Std-2073-1 Level A or B as specified. If commercial export packing is offered, the offer or pricelist shall include detailed specifications describing the packing to be furnished at the price quoted.

(b) Ordering activities will not be obligated to utilize the Contractor's services for export packing accepted under this solicitation, and they may obtain such services elsewhere if desired. However, the Contractor shall furnish items export packed when such packing is specified on the purchase order.

(End of clause)

D.4.6 552.211-90 SMALL PARTS (JAN 2010)



All small parts required to be furnished with machines covered by contracts resulting from this solicitation shall be packed in envelopes, sealed, identified with part numbers and quantity on outside of envelopes. Larger parts must be individually tagged and identified with part number on face of tag.

(End of clause)

D.4.7 552.211-92 RADIO FREQUENCY IDENTIFICATION (RFID) USING PASSIVE TAGS (JAN 2010)

Radio Frequency Identification shall be required on all non-bulk shipments to the Defense Logistics Agency (DLA) or Department of Defense (DoD) destinations. Shipments shall be tagged in accordance with 48 CFR clause 252.211-7006. Shipments to GSA Distribution Centers with final destinations to DLA and DoD shall be in compliance to 48 CFR 252.211-7006. Copies may be obtained from <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html>.

(End of clause)

(END OF SECTION D)



SECTION E INSPECTION AND ACCEPTANCE

E.1 FEDERAL ACQUISITION REGULATION (FAR) CLAUSE 52.252-2 INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far/>

(End of Clause)

E.2 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES APPLICABLE AT THE ORDER LEVEL

The following clauses apply at the Order level, as applicable:

E.2.1 52.246-2 Inspection of Supplies-Fixed-Price (Aug 1996)

E.2.2 52.246-4 Inspection of Services—Fixed-Price (AUG 1996)

E.2.3 52.246-11 Higher-Level Contract Quality Requirement (Dec 2014)

E.2.4 52.246-15 Certificate of Conformance (Apr 1984)

E.2.2 52.246-16 Responsibility for Supplies (APR 1984)

(END OF SECTION E)



SECTION F

DELIVERIES OR PERFORMANCE

F.1 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far/>

(End of Clause)

F.1.1 52.242-15 Stop-Work Order (Aug 1989)

F.1.2 52.242-17 Government Delay of Work (Apr 1984)

F.2 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

APPLICABLE AT THE ORDER LEVEL

The following clauses apply at the Order level, as applicable, subject to specific delivery and performance requirements as set forth in the Order:

F.2.1 52.211-8 Time of Delivery (Jun 1997)

F.2.2 52.211-8 Time of Delivery, Alternate I (Apr 1984)

F.2.3 52.211-8 Time of Delivery, Alternate II (Apr 1984)

F.2.4 52.211-8 Time of Delivery, Alternate III (Apr 1984)

F.2.5 52.211-9 Desired and Required Time of Delivery (Jun 1997)

F.2.6 52.211-9 Desired and Required Time of Delivery, Alternate I (Apr 1984)

F.2.7 52.211-9 Desired and Required Time of Delivery, Alternate II (Apr 1984)

F.2.8 52.211-9 Desired and Required Time of Delivery, Alternate III (Apr 1984)

F.2.9 52.211-16 Variation in Quantity (Apr 1984)

F.2.10 52.211-17 Delivery of Excess Quantities (Sept 1989)

F.2.11 52.247-34 F.o.b. Destination (NOV 1991)



- F.2.12 52.247-35 F.o.b. Destination, With Consignee's Premises (APR 1984)**
- F.2.13 52.247-36 F.a.s. Vessel, Port of Shipment (Apr 1984)**
- F.2.14 52.247-37 F.o.b. Vessel, Port of Shipment (Apr 1984)**
- F.2.15 52.247-38 F.o.b. Inland Carrier, Point of Exportation (Feb 2006)**
- F.2.16 52.247-39 F.o.b. Inland Point, Country of Importation (Apr 1984)**
- F.2.17 52.247-40 Ex Dock, Pier, or Warehouse, Port of Importation (Apr 1984)**
- F.2.18 52.247-41 C.&F. Destination (Apr 1984)**
- F.2.19 52.247-42 C.i.f. Destination (Apr 1984)**
- F.2.20 52.247-43 F.o.b. Designated Air Carrier's Terminal, Point of Exportation (Feb 2006)**
- F.2.21 52.247-44 F.o.b. Designated Air Carrier's Terminal, Point of Importation (Apr 1984)**
- F.2.22 52.247-48 F.o.b. Destination-Evidence of Shipment (Feb 1999)**
- F.2.23 52.247-52 Clearance and Documentation Requirements-Shipments to DoD Air or Water Terminal Transshipment Points (Feb 2006)**
- F.2.24 52.247-55 F.o.b. Point for Delivery of Government-Furnished Property (June 2003)**
- F.2.25 52.247-58 Loading, Blocking, and Bracing of Freight Car Shipments (Apr 1984)**
- F.2.26 52.247-59 F.o.b. Origin-Carload and Truckload Shipments (Apr 1984)**
- F.2.27 52.247-61 F.o.b. Origin-Minimum Size of Shipments (Apr 1984)**
- F.2.28 52.247-65 F.o.b. Origin, Prepaid Freight-Small Package Shipments (Jan 1991)**

F.2.29 52.247-57 Transportation Transit Privilege Credits (Apr 1984)

(a) If the offeror has established with regulated common carriers transit privileges that can be applied to the supplies when shipped from the original source, the offeror is invited to propose to use these credits for shipping the supplies to the designated Government destinations. The offeror will ship these supplies under commercial bills of lading, paying all remaining transportation charges connected with the shipment, subject to reimbursement by the Government in an amount equal to the remaining charges but not exceeding the amount quoted by the offeror.



(b) After loading on the carrier's equipment and acceptance by the carrier, these shipments under paid commercial bills of lading will move for the account of and at the risk of the Government (unless, pursuant to the Changes clause, the office administering the contract directs use of Government bills of lading).

(c) The amount quoted below by the offeror represents the transportation costs in cents per 100 pounds (freight rate) for full carload/truckload shipments of the supplies from offeror's original source, via offeror's transit plant or point, to the Government destination(s) including the carrier's transit privilege charge, less the applicable transit credit (i.e., the amount (rate) initially paid to the carrier for shipment from original source to offeror's transit plant or point).

(d) The rate per CWT quoted will be used by the Government to evaluate the offered f.o.b. origin price unless a lower rate is applicable on the date of bid opening (or closing date specified for receipt of offers). To have the offer evaluated on this basis, the offeror must insert below the remaining transportation charges that the offeror agrees to pay, including any transit charges, subject to reimbursement by the Government, as explained in this clause, to destinations listed in the Schedule as follows:

Rate Per CWT in Cents: _____
To Destination: _____

(End of clause)

F.2.30 52.247-60 Guaranteed Shipping Characteristics (Jan 2017)

(a) The offeror is requested to complete paragraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in paragraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box ☐ Fiber Box ☐ Barrel ☐ Reel ☐ Drum ☐
Other (Specify) _____;

(ii) Shipping configuration: Knocked-down ☐ Set-up ☐ Nested ☐ Other
(specify) _____;

(iii) Size of container: _____" (Length), × _____" (Width), × _____" (Height) = _____ Cubic Ft;



- (iv) Number of items per container _____ each;
(v) Gross weight of container and contents _____ Lbs;
(vi) Palletized/skidded ☐ Yes ☐ No;
(vii) Number of containers per pallet/skid _____;
(viii) Weight of empty pallet bottom/skid and sides _____ Lbs;
(ix) Size of pallet/skid and contents _____ Lbs Cube _____;
(x) Number of containers or pallets/skids per railcar _____*
(A) Size of railcar _____
(B) Type of railcar _____
(xi) Number of containers or pallets/skids per trailer _____*
(A) Size of trailer _____ Ft
(B) Type of trailer _____

* Number of complete units (line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation _____;
(ii) Tender/Tariff _____;
(iii) Item _____.
(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

F.2.31 52.247-62 Specific Quantities Unknown (Apr 1984)

(a) For the purpose of evaluating "f.o.b. destination" offers, the Government estimates that the quantity specified will be shipped to the destinations indicated:

Estimated Quantity	Destination(s)
_____	_____
_____	_____

(b) If the quantity shipped to each destination varies from the quantity estimated, and if the variation results in a change in the transportation costs, appropriate adjustment shall be made.

(End of clause)



F.3 TERM OF BASIC CONTRACT

The period of performance consists of one (1) five-year base period plus one (1) three-year option period and one (1) two-year option period (Ordering Period of Performance). The Government may unilaterally exercise the option periods.

Base period	05/03/2017 through 05/02/2022
Option period 1	05/03/2022 through 05/02/2025
Option period 2	05/03/2025 through 05/02/2027

The Government may extend the term of this contract by written notice in accordance with FAR 52.217-9, Option to Extend the Term of the Contract.

F.4 TASK ORDER PERIOD OF PERFORMANCE

The term for each Order placed under the Basic Contract shall be specified in the individual Order. Under no circumstances may an Order be placed under the Basic Contract if the Basic Contract has expired, or has been terminated or cancelled by the Government. Based upon the schedule in F.3, the Base Period expires May 2, 2022. If all options are exercised, the Basic Contract will expire on May 2, 2027. (See FAR 52.216-18, 52.216-19 and 52.216-22.) Task Order performance can be performed up to May 2, 2032, which is past the Basic Contract expiration date, only when: (1) orders are issued before May 2, 2027; and (2) options are included at initial issuance of the Order. The FAR Clause 52.217-8 Option to Extend Services cannot be used to extend work past May 2, 2032.

After the CS3 basic contract term expires, CS3 will remain an active contract until the final task order is closed-out and shall govern the terms and conditions with respect to active task orders to the same extent as if it were completed during the CS3 basic contract term.

Accordingly, the cumulative term of CS3 basic contract may span up to 10 years. No individual task orders may exceed ten (10) years, inclusive of options, from the date that the task order is placed; the cumulative term of all task orders placed under CS3 may span up to 15 years.

Notwithstanding anything to the contrary above, an ordering agency may place a multi-year task order under the CS3 Basic Contract; a task order using multi-year contracting methods must be consistent with FAR Subpart 17.1 and any applicable funding restrictions.



F.5 PLACE OF PERFORMANCE

The place of performance and/or delivery requirements will be specified in each individual order.

F.6 DELIVERIES

This section identifies the items that the Contractor shall deliver to the Government and/or the Government's agent(s) under the Basic Contract. Individual orders will have additional deliverables specified in each order. In this section, the items the Contractor delivers are called "deliverables."

The Contractor shall provide the deliverables in the media specified by the Government.

The Contractor shall provide the deliverables in "calendar" days unless otherwise specified. The deliverables include, but are not limited to, the items listed in Table F.6-1. The Government does not waive its right to request deliverables under the Basic Contract, even if such requirements are not specifically listed in this table.

Any inconsistency between Section F and Sections B, C, G, H, shall be resolved by giving Sections B, C, G and/or H precedence.

Table F.6-1 Contractor Deliverables

ID	SECTION	DELIVERABLE TITLE	FREQUENCY
1	C.2.1.4	Risk Management Framework Plan	60 days after award then annually
2	C.2.1.5	Corporate Climate Risk Management Plan	60 days after award then annually
3	C.2.4.9	DD Form 254, Contract Security Classification Specification	15 days after contract award then as needed
4	G.5.1	Monthly Business Volume (Sales) Report	Monthly
5	G.5.2	Monthly Revenue Report	Monthly
6	G.5.3	Annual Program Review Report	Annually, no later than 3 business days prior to the scheduled program review
7	G.5.4	Subcontracting Reports	See FAR Clause 52.219-9
8	G.7	Insurance	30 days after award then annually within 30 calendar days after the end of each year of the CS3 basic



			contract term
9	G.9	Marketing & Promotional Materials	Prior to distribution, GSA review and approval required
10	H.5	Draft News Releases	Prior to distribution, GSA review and approval required
11	G.11	Order Close-out Report	Annually, within 30 calendar days after the end of each year of the CS3 basic contract term
12	H.4	Redacted Contract/ Redacted Modifications	Within 15 calendar days of base contract award and all modifications

Information on how to submit the deliverables listed in the table above will be provided to the Contractors by the GSA SATCOM Program Management Office after contract award. Unless otherwise specified, submit to CS3@gsa.gov.

(END OF SECTION F)



SECTION G

CONTRACT ADMINISTRATION

G.1 AUTHORIZED USERS

Only authorized users may place orders under the Basic Contract. In order to qualify as an authorized user, a duly warranted Contracting Officer (as that term is defined in FAR Subpart 2.1) in good standing must have an appropriate signed delegation of procurement authority (DPA) from GSA. For purposes of this Basic Contract, these authorized users are identified as Ordering Contracting Officers (OCOs).

This Basic Contract is for use by all Federal agencies, and others as listed in General Services Administration (GSA) Order ADM 4800.2H, ELIGIBILITY TO USE GSA SOURCES OF SUPPLY AND SERVICES, June 2013, as modified from time to time.

G.2 ROLES AND RESPONSIBILITIES

This section describes the roles and responsibilities of Government personnel after Basic Contract award. The Government may modify the roles and responsibilities at any time during the period of performance of the Basic Contract.

G.2.1 GSA Program Manager (PM)

The Government has appointed a Program Manager (PM), who shall perform various programmatic functions for the overall success of the Future COMSATCOM Services Acquisition (FCSA) program, including Complex Commercial SATCOM Solutions (CS3). The PM has no actual, apparent or implied authority to bind the Government for any acts or omissions.

G.2.2 Procuring Contracting Officer (PCO)

The GSA PCO is the sole and exclusive Government Official with actual authority to award the Basic Contract. After award of the Basic Contract, the GSA PCO may delegate any or all of the contract administration functions described in FAR 42.302 and may appoint an Administrative Contracting Officer (ACO) to perform administration functions described in FAR 42.302.

G.2.3 Ordering Contracting Officer (OCO)

As described in Section G.1, only an authorized user, who is a delegated OCO, may place and administer an Order under the Basic Contract. A Statement of Work (SOW)



or Performance Work Statement (PWS) must be submitted to the GSA PCO and GSA PM for a scope review according to Section G.3.2.

The OCO for each Order is the sole and exclusive Government Official with actual authority to take actions which may bind the Government for that Order. Contractors shall ensure that an OCO has the required DPA. Contractors that accept orders from a Government representative who does not have the authorized DPA do so at their own risk. To ensure the required delegation, Contractors may request a copy of the OCO delegation prior to award of an Order if the Contractor does not have a copy of the OCO delegation.

G.2.4 Contracting Officer's Representative (COR)

The PCO will designate a COR at the basic contract level to monitor the basic contract-level deliverables. At the Task Order level, the OCO may designate a COR to provide assistance to the OCO.

The specific rights and responsibilities of the CORs shall be described in writing, which upon request shall be provided to the Contractor. A COR has no actual, apparent or implied authority to bind the Government.

G.2.5 Ombudsman

Pursuant to FAR 16.505 (a)(10)(i) no protest is authorized in connection with the issuance or proposed issuance of an order under a task-order contract or delivery-order contract, except for (A) a protest on the grounds that the order increases the scope, period of performance, or maximum value of the contract; or (B) a protest of an order valued in excess of \$10 million.

GSA has appointed an Ombudsman to review complaints from Contractors and ensure they are afforded a fair opportunity to be considered. The Ombudsman is a senior GSA official who is independent of the GSA PCO or OCO.

G.3 ORDERING PROCEDURES

G.3.1 Ordering procedures must comply with the following:

G.3.1.1 FAR 16.505;

G.3.1.2 Orders are not exempt from the development of acquisition plans (see FAR Subpart 7.1), and an information technology acquisition strategy (see FAR Part 39);

G.3.1.3 The OCO shall include the evaluation procedures in Task Order Requests (TORs) and establish the time frame for responding to TORs, giving Offerors



a reasonable proposal preparation time while taking into account the unique requirements and circumstances of the effort;

- G.3.1.4** Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the Basic Contract;
- G.3.1.5** All costs associated with the preparation, presentation, and discussion of the Offeror's proposal in response to a TOR will be at the Offeror's sole and exclusive expense; and
- G.3.1.6** All orders placed under the Basic Contract are subject to the terms and conditions of the Basic Contract at time of order award. In the event of any conflict between the Order and the Basic Contract, the Basic Contract will take precedence.
- G.3.1.7** Orders placed by OCOs may include required Agency provisions/clauses.
- G.3.1.8** Orders may be issued by any electronic commerce methods deemed acceptable by the Ordering Activity.

G.3.2 Statement of Work/Performance Work Statement

Per FAR 37.102(e), to the maximum extent practicable, the Ordering Activity shall describe the need to be filled using performance-based acquisition methods. A written SOW or PWS will always be used. The OCO will provide the SOW/PWS to the GSA PCO and GSA PM. The GSA PCO will provide a scope determination to the OCO.

Any changes to the SOW/PWS or expansion of the original requirement will require an additional scope review by the GSA PCO.

Scope reviews can be conducted by GSA and completed in parallel with the OCO's Task Order acquisition activities. In Task Orders requiring immediate delivery of service for an urgent requirement, the GSA scope review may be completed after the Task Order is awarded.

G.3.3 Fair Opportunity

OCO's must follow the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2). Use of the GSA eBuy system by the OCO will ensure that all Basic contract holders are notified of each Task Order request. Information and instruction on the use of the eBuy system is furnished at www.gsa.gov/ebuy



G.3.4 Order Evaluation

FAR Subpart 15.3 does not apply to the ordering process. Formal evaluation plans or scoring of quotes or offers are not required; however, the OCO must consider price under each Order as one of the factors in the selection decision pursuant to FAR 16.505(b)(1)(ii)(E).

G.3.5 Subcontractors

The Government has not pre-approved any Subcontractors in making awards for the Basic Contract. If a Contractor proposes a Subcontractor for work performed under an Order, the Contractor must comply with FAR 52.244-6 and/or FAR 52.244-2, and FAR Part 44. The Government reserves the right to determine the responsibility of prospective major Subcontractors.

G.4 BILLING AND INVOICING

The Contractor shall submit invoices directly to the address designated by the OCO on the Task Order.

G.4.1 System for Award Management (SAM)

Contractors shall register in the System for Award Management (SAM), which is a central database of data in support of Agency missions, prior to being awarded a contract (FAR 52.204-7). Registration requires that the Contractor be issued a Data Universal Numbering System (DUNS) number. Contractors may obtain information on registration at <https://www.acquisition.gov>. Contractors may obtain a DUNS number via the Internet at <http://fedgov.dnb.com/webform>.

G.4.2 GSA Management Fee

The GSA Management Fee for the CS3 contracts is two percent (2%). This fee shall be included in all prices. The Contractor shall not invoice for the GSA Management Fee as a separate line item.

The Contractor shall make Electronic Funds Transfer (EFT) arrangements for payment of the GSA Management Fee. The Contractor shall forward fees collected to the GSA Finance Office by EFT within 30 calendar days of the close of each calendar month for which the fees apply. Failure to pay the fee within 60 calendar days may result in termination of this contract.



G.5 REPORTING REQUIREMENTS

The Monthly Business Volume (Sales) Report and Monthly Revenue Report identified in this section shall be remitted to GSA via the GSA SATCOM Report Portal. Information on how to access the portal will be provided to the Contractors by GSA after contract award.

G.5.1 Monthly Business Volume (Sales) Report

The Contractor shall provide Monthly Business Volume (Sales) Reports using the format specified in Section J, Attachment J-5, in Microsoft Excel 2007 format. The Report shall be remitted to GSA via the GSA SATCOM Report Portal.

Business Volume is calculated as the total amount of a Task Order received by the Contractor that period. The reporting period shall be for the beginning through the end of the previous month and reports are due by the 15th calendar day of each month. If there are no orders received during the reporting period, the report is still required and shall state “no ordering activity” for that period.

The Monthly Business Volume (Sales) Report consists of two worksheets:

- Sales Data Worksheet
- Line Item Data Worksheet

G.5.1.1 Sales Data Worksheet – The Sales Data Worksheet shall contain the following information:

G.5.1.1.1 Title – “CS3 Monthly Business Volume (Sales) Report”

G.5.1.1.2 Reporting Period – The monthly reporting period in which orders were received, from the beginning through the last day of the month.

For each Task Order:

G.5.1.1.3 Vendor Name – Company name

G.5.1.1.4 Contract Number – GSA CS3 Contract Number

G.5.1.1.5 Agency Name – Name of the Agency that will receive the products and services.

G.5.1.1.6 Ordering Activity – Name of the Ordering Activity that issued the Task Order.



- G.5.1.1.7 City** – City of the Ordering Activity.
- G.5.1.1.8 State** – State of the Ordering Activity in abbreviated format (e.g. AK, VA, MD).
- G.5.1.1.9 Zip Code** – Zip Code of the Ordering Activity.
- G.5.1.1.10 Contracting Officer Name** – First and Last name of the Contracting Officer that issued the order.
- G.5.1.1.11 Contracting Officer Phone Number** – Phone number of the Contracting Officer that issued the order. Format (xxx) xxx-xxxx.
- G.5.1.1.12 Contracting Officer Email** – Email address of the Contracting Officer that issued the order.
- G.5.1.1.13 Date of Order** – The date the order or modification is signed by the Contracting Officer.
- G.5.1.1.14 Order Number** – The order number assigned by the Ordering Activity.
- G.5.1.1.15 Modification Number** – The modification number assigned by the Ordering Activity.
- G.5.1.1.16 Description of Services** – A brief description of the equipment and/or services.
- G.5.1.1.17 Period of Performance Start Date** – The actual date the service is scheduled to begin. This should be identified within the Task Order. Do not report option periods unless exercised by the Ordering Activity.
- G.5.1.1.18 Period of Performance End Date** – The actual date the service is scheduled to end. This should be identified within the Task Order. Do not report option periods unless exercised by the Ordering Activity.
- G.5.1.1.19 Total Order Value** – Total dollar amount awarded/obligated on the Task Order, not including options.
- G.5.1.1.20 Total Sales this Month** – Cumulative total value of Task Orders for this month.



G.5.1.1.21 Cumulative Sales to Date – Cumulative total of all Task Orders, and associated modifications, since contract award.

G.5.1.2 Line Item Data Worksheet

For each Task Order, provide information for each line item purchased on the order.

G.5.1.2.1 Date of Order – The date the order or modification is signed by the Contracting Officer.

G.5.1.2.2 Order Number – The order number assigned by the Ordering Activity.

G.5.1.2.3 Modification Number – The modification number assigned by the Ordering Activity.

G.5.1.2.4 Line Item Description - Provide product or service description for each line item purchased. Please include Contract Line Item Number description shown on award document.

G.5.1.2.5 Quantity Sold – The quantity of the item sold.

G.5.1.2.6 Unit – Identify unit measure (e.g., each, lot, minute, day, month, quarter, annual, etc.)

G.5.1.2.7 Unit Price – Cost per unit

G.5.1.2.8 Extended Price – Unit Price multiplied by Quantity Sold

G.5.1.2.9 Frequency Band – The portion of the electromagnetic spectrum within a specified upper- and lower-frequency limit (e.g., C-, Ka-, K-, Ku-, X-band).

G.5.1.2.10 Bandwidth Capacity – The information carrying ability of the bandwidth purchased by the Ordering Activity/Agency measured in MHz (e.g. 36).

G.5.1.2.11 Data Rate – The rate at which a channel carries data, measured in Kbps (e.g., 256). Sometimes described in terms of Committed Information Rate (CIR) and Burst Information Rate (BIR).

G.5.1.2.12 Regional Coverage – The geographic area serviced by satellite beam.



G.5.1.2.13 Satellite Name or Number – The satellite name/number providing the service.

G.5.1.2.14 Information System Category – The Information System Category defines the information systems as high-impact, moderate-impact, or low-impact for the security objectives of confidentiality, integrity, and availability.

G.5.1.2.15 Private or Shared Network – A private network is built and owned by an end user organization. A shared network is built and owned by multiple end user organizations.

G.5.1.2.16 Host Nation Agreement (HNA) Required (Y/N) – The Task Order requires the contractor to establish relationships and/or negotiate agreements with host nations to obtain spectrum licenses to transmit voice, data, or video services in their international location.

G.5.1.2.17 Portability Service (Y/N) – The Task Order requires redeployment of satellite services. Portability may include moving from one transponder/satellite to another, one managed service area to another, transponded capacity redeployment between beams or transponders on a single satellite, redeployment from one frequency band to another, physical relocation of a satellite to a new orbital position, re-routing of teleport services from one teleport to another pre-defined teleport, re-routing of traffic from one terrestrial infrastructure to another pre-defined infrastructure, and movement of Network Operations Center (NOC) services from one NOC to another NOC.

G.5.1.2.18 Expedited Delivery (Y/N) – The Task Order requires satellite services 7 calendar days or less after the contractor receives order.

G.5.1.2.19 Commercial Teleport (Y/N) – A commercially available satellite ground station with multiple parabolic antennas that functions as a hub connecting a satellite network with a terrestrial telecommunications network.

Use the following file naming conventions for Monthly Business Volume (Sales) Reports (MBVSR) uploaded to the Portal:

- Vendor Name, Contract Type, MBVSR, Month, Year

Examples:

SATCOM 101 Inc – CS3 MBVSR – 12-2017



SATCOM 101 Inc – CS3 MBVSR – Dec 2017

The Contractor shall also post copies of each Task Order received during the reporting period to the GSA SATCOM Report Portal on the 15th calendar day of each month.

G.5.2 Monthly Revenue Report

The Contractor shall provide a Monthly Revenue Report (MRR) using the format specified in Section J, Attachment J-6, in Microsoft Excel 2007 format on the 15th calendar day of each month. The Report shall be remitted to GSA via the GSA SATCOM Report Portal.

The report shall provide detail relating back to individual Task Orders that have been invoiced by the Contractor and paid by the Ordering Agency.

G.5.2.1 The monthly revenue report shall contain, at a minimum, the following information:

G.5.2.1.1 Title – “CS3 Monthly Revenue Report”

G.5.2.1.2 Reporting Period – The monthly reporting period in which invoices were received. Usually from 1st day of the month through the last day of the month.

For each invoice payment:

G.5.2.1.3 Vendor Name – Company name

G.5.2.1.4 Contract Number – GSA CS3 Contract Number

G.5.2.1.5 Task Order Number – The order number assigned by the Ordering Activity.

G.5.2.1.6 Date Payment Received – Date the payment is received by the Contractor from the Ordering Agency. This may be in the form of a check or electronic funds transfer.

G.5.2.1.7 Agency Name – Name of the Agency that received the products or services.

G.5.2.1.8 Total Order Value – Total dollar amount awarded/obligated on the task order, not including options.



G.5.2.1.9 Total GSA Management Fee Due (2%) – Equals 2% of Total Order Value. This amount is the total fee the vendor will pay to GSA for this order.

G.5.2.1.10 Amount Received from Agency – Total dollar amount received in payment by the Contractor, from the Agency.

G.5.2.1.11 GSA Management Fee Remitted (2%) – Total dollar amount remitted to GSA for a particular order per month. This number is calculated as a percentage of the total amount received by the Contractor from the Agency.

G.5.2.1.12 Previous GSA Management Fees Remitted – Amount the Contractor previously remitted in prior months for a specific Task Order.

G.5.2.1.13 Remaining Balance of Un-remitted GSA Management Fee – Equals "Total GSA Management Fee Due" minus "GSA Management Fee Remitted" for the current reporting period, minus the "Previous GSA Management Fees Remitted" in prior months for a specific Task Order.

G.5.2.2 EFT Number – Transaction identification number of EFT and amount. If more than one EFT payment is submitted for the reporting period, the Contractor shall identify all EFT Numbers and Amounts for the reporting period. The total EFT Amount(s) shall total the "GSA Management Fee Remitted" identified on the report.

Use the following file naming conventions for Monthly Revenue Reports uploaded to the Portal:

- Vendor Name, Contract Type, MRR, Month, Year

Examples:

SATCOM 101 Inc – CS3 MRR – 11-2017

SATCOM 101 Inc – CS3 MRR – Nov 2017

G.5.3 Annual Program Review Report

The Contractor shall provide an annual program report covering the topics specified below to the GSA PCO and GSA PM via e-mail. The report shall be submitted no later than 3 business days prior to the scheduled annual program review. See Section G.6.

G.5.3.1 The Annual Program Review Report shall cover the following topics:



G.5.3.1.1 Task Order Performance

G.5.3.1.1.1 Identify all Task Orders in progress and completed in the past year.

G.5.3.1.1.2 Identify the quality of performance for each Task Order and identify any issues and resolution actions/plan.

G.5.3.1.2 Contract status, projected business volume forecast, upcoming opportunities, marketing, conferences, and any other outstanding issues.

G.5.3.1.3 Additional Topics as identified by the GSA PCO.

G.5.4 Subcontracting Reports *[REQUIRED FOR OTHER THAN SMALL BUSINESS CONCERNS ONLY]*

CS3 Contractors that are other than small business concerns shall submit a small business subcontracting plan as well as submit periodic reports which show compliance with the subcontracting plan. Contractors added to the pool of other than small businesses through the Open Season procedures shall adhere to the requirements of this section (see Section H.16).

The preferred type of small business subcontracting plan for CS3 is the Commercial Plan. However, a Contractor may choose to submit any type of Subcontracting Plan, including a DoD Comprehensive Subcontracting Plan if already approved by the Defense Contract Management Agency (DCMA). The Commercial Plan relates to the Contractor's planned subcontracting generally, for both commercial and government business, rather than solely to the government contract. The Commercial Plan covers the Contractor's fiscal year and applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line.) This type of Plan does not require submission of the Individual Subcontracting Report (ISR); this Plan requires submission of the Summary Subcontracting Report (SSR). Per FAR 19.704(d) and clause 52.219-9(g), the Commercial Plan is the preferred type of Plan for contractors furnishing commercial items. The ISR and SSR shall be submitted electronically via the Electronic Subcontract Reporting System (eSRS) at www.esrs.gov

Reports are required when due regardless of whether there has been any subcontracting activity since the inception of the contract or since the previous report. See FAR 52.219-9 Small Business Subcontracting Plan.



G.6 PROGRAM REVIEWS

The Contractor shall attend an annual program review with the GSA Program Office. These reviews may be held at the GSA or Contractor facility. Agenda items may include, but are not limited to: Task Order and Service Level Agreement performance against Task Order metrics, contract status, projected business volume forecast, upcoming opportunities, marketing, conferences, and any other outstanding issues. Program Reviews will be conducted at no additional cost to the Government.

G.7 INSURANCE

The insurance coverage specified in FAR Subpart 28.3, Insurance, is the minimum insurance requirement for CS3.

The OCO may require additional insurance coverage or higher limits specific to a task order awarded under CS3. If the task order does not specify any insurance coverage amounts, the minimum insurance requirements in FAR Subpart 28.3 shall apply to the task order. OCOs must tailor insurance coverage clauses, provisions, and other applicable terms and conditions specific to each task order's contract type, solicitation, and award.

The Contractor must maintain the minimum insurance coverage for the entire term of CS3. The Contractor shall notify the CS3 PCO and designated OCO for affected task orders, in writing, if there are any changes in the status of their insurance coverage and provide the reasons for the change and copies of the ACORD® Certificate of Liability Insurance form, as applicable.

G.8 CONTRACT MANAGEMENT OF PAST PERFORMANCE AFTER AWARD

The Government will evaluate Contractor performance in accordance with the criteria under FAR Subpart 42.15.

Contractors will be required to register in the appropriate past performance assessment systems to review and respond to their surveys as prescribed by the OCO at the Order level.

G.9 MARKETING

The Contractor is responsible for ongoing sales and marketing during the life of this contract, which may include developing company specific brochures for distribution at trade shows, conferences, seminars, etc. All marketing and promotional materials, including information on the Contractor webpage, shall be submitted to the GSA Program Office and approved by GSA prior to distribution. Marketing materials may be



co-branded with marks owned or licensed by the Contractor and GSA, as long as they comply with GSAM 552.203-71, Restriction on Advertising.

G.10 EQUIPMENT REMOVAL

All Contractor-owned equipment, accessories, and devices located on Government property shall be dismantled and removed from Government premises by the Contractor, at the Contractor's expense, within 90 calendar days after the service termination date. All dismantling and removal of equipment shall be performed by the Contractor during normal Government business hours at the location. Advance notice must be provided to the local OCO assigned contact to ensure that such dismantling and removal occurs with a minimum of disruption. Exceptions to this requirement shall be mutually agreed upon and written notice issued by the OCO.

G.11 CONTRACT CLOSEOUT

G.11.1 Contract closeout shall be accomplished within the guidelines set forth in:

G.11.1.1 FAR Part 4.8 Government Contract Files.

G.11.1.2 FAR Part 42 Contract Administration and Audit Services.

G.11.1.3 GSAM Subpart 504.8 Government Contract Files.

G.11.2 The Contractor agrees to cooperate with the OCO to close out task orders after expiration, cancellation, or termination.

G.12 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES

G.12.1 552.216-74 Task-Order and Delivery-Order Ombudsman (Jan 2017)

(a) GSA has designated a Task-Order and Delivery-Order Ombudsman who will review complaints from contractors and ensure that they are afforded a fair opportunity for consideration in the award of task or delivery orders under Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, consistent with the procedures in the contract. Written complaints shall be submitted to the Ombudsman, with a copy to the Contracting Officer.

(b) In the case that the contractor is not satisfied with the resolution of the complaint by the GSA Task-Order and Delivery-Order Ombudsman, the contractor may follow the procedures outlined in subpart 33.1.



(c) The GSA Task-Order and Delivery-Order Ombudsman is located at the General Services Administration (GSA), Office of Government-wide Policy (OGP), Office of Acquisition Policy (MV). Contact information for the GSA Task-Order and Delivery-Order Ombudsman can be found at: <http://www.gsa.gov/ombudsman>.

(End of clause)

G.12.2 552.228-5 Government As Additional Insured (Jan 2016)

- (a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance–Work on a Government Installation.
- (b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

(End of clause)

(END OF SECTION G)



SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE AND TERM OF CONTRACT

This is a firm fixed price Indefinite Delivery/Indefinite Quantity (ID/IQ) type contract. All Task Orders issued against this contract will be Firm Fixed Price.

Section F.3 (Term of the basic contract) and F.4 (Task Order Period of Performance) provide the performance and ordering terms for Complex Commercial SATCOM Solutions (CS3).

H.2 MINIMUM REVENUE GUARANTEE

The minimum revenue guarantee (MRG) amount for each award will be \$1,000.

H.3 MAXIMUM CONTRACT VALUE

The total maximum contract value is \$2.5 Billion.

H.4 ELECTRONIC ACCESS TO CONTRACT VIA INTERNET

The Contractor is hereby advised that a redacted version of the contract and all modifications shall be made available on the Internet. Within 15 calendar days of the base award and all modifications, the Contractor shall provide the proposed redacted contract to the General Services Administration (GSA) Procuring Contracting Officer (PCO) for approval. The Contractor shall prepare the proposed redacted version in accordance with Freedom of Information Act guidance. After receiving approval from the GSA PCO, the Contractor shall post the redacted contract to its public web site. As necessary, and upon approval of the GSA PCO, the Contractor shall correct and repost redactions at no additional cost to the Government.

The redacted version of the contract shall include current contract period pricing.

H.5 NEWS RELEASES

News releases pertaining to this contract shall not be made without prior written approval of the GSA PCO. Five business days' notice is required for approval.

H.6 U.S. CITIZENSHIP REQUIREMENTS

Contractors are hereby placed on notice that work on some orders, especially those requiring site visits to some U.S. Government locations or work on some Government Furnished Property, may require Contractor personnel performing the work to have U.S.



citizenship and to be able to provide proof of that citizenship. This shall be provided at no additional cost to the Government.

H.7 CONFIDENTIALITY

In providing information in response to Task Orders or other Government requests for information, the Contractor may wish to claim confidentiality status for information submitted on the basis that it is a trade secret, or that it is confidential commercial or financial information. To claim confidentiality status, the Contractor must include the following statement on the title page of its proposal or other information submitted:

“The data included in this proposal shall not be disclosed outside the Government or duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the information; provided that if a Contract is awarded to the Offeror as a result of or in connection with the submission of the data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the contract. This restriction does not limit the Government’s right to use information contained in such data if it is obtained from another source without restrictions. The data subject to the restriction is contained in sheets marked with the following legend:

Use or disclosure of data contained on this page is subject to the restriction on the title page of this document.”

H.8 CONTRACT MODIFICATIONS AND NEW OR IMPROVED SERVICES

Within scope changes to the contract may be proposed at any time by the Contractor or the Government. Based on Government needs, market research, industry trends, or discussions with Contractors, GSA may incorporate new or enhanced services to the contract throughout its life, provided such modifications are within the scope of the contract. Under such circumstances, GSA will issue a request for proposal stating what the Government’s needs are and the Contractor will be encouraged to respond.

The Contractor at any time during the life of the contract may also submit proposals for new services or enhanced services within the scope of the contract, and the GSA PCO will consider those proposals.

H.9 SECTION 508 COMPLIANCE

The Contractor shall ensure that any Electronic and Information Technology (EIT) procured at the Task Order level shall meet the applicable accessibility standards at 36 CFR 1194, if applicable. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended. This standard is viewable at www.section508.gov.

H.10 GOVERNMENT PROPERTY

Any equipment, property, or facilities furnished by the Government or any Contractor-acquired property must be specified on individual Task Orders and follow the policies and



procedures of FAR Part 45 for providing Government property to Contractors, Contractors' use and management of Government property, and reporting, redistributing, and disposing of Contractor inventory.

H.12 INCORPORATION OF SUBCONTRACTING PLAN

The Individual Small Business Subcontracting Plan, executed February 2, 2017, and submitted in accordance with FAR 52.219-9, is hereby approved and incorporated herein.

H.13 LEASING OF REAL AND PERSONAL PROPERTY

The Government contemplates that leases may be part of a solution offered by a Contractor, but the Government, where the Contractor's solution includes leasing, will not be the Lessee. Under no circumstances on any Order issued under this Basic Contract shall:

- (a) The Government be deemed to have privity of contract with the owner/lessor of the leased items; or
- (b) The Government be held liable for early termination/cancellation damages if the Government decides not to exercise an Option period under an Order unless the Contractor has specifically disclosed the amount of such damages (or the formula by which such damages would be calculated) as part of its Proposal and the Ordering Contracting Officer (OCO) for the Order has specifically approved/allowed such damages as part of the Award.

The CS3 Basic Contract strictly prohibits the use of lease-like payment arrangements, which purport to permit the Government to receive delivery of items and then pay for the full cost of the items over time, even if such arrangements are not technically a lease transaction because the Government is not the lessee.

H.14 ORGANIZATIONAL CONFLICT OF INTEREST

The guidelines and procedures of FAR Subpart 9.5 will be used in identifying and resolving any issues of organizational conflict of interest at the Task Order level.

In the event that a Task Order requires activity that would create an actual or potential conflict of interest, the Contractor shall:

- (a) Notify the OCO of the actual or potential conflict, and not commence work on any Task Order that involves a potential or actual conflict of interest until specifically notified by the OCO to proceed;
- (b) Identify the conflict and recommend to the OCO an alternate tasking approach which would avoid the conflict;



If the OCO determines that it is in the best interest of the Government to issue the Task Order, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR Section 9.503.

H.15 TRAVEL

Travel shall be in accordance with (IAW) individual Task Order requirements. Travel details must be provided to and approved by the Contracting Officers Representative (COR) or the Government designee prior to the commencement of travel. All travel shall be IAW the Federal Travel Regulations (FTR). Outside the Contiguous United States (OCONUS) travel may require additional authorization and approvals as specified in the individual Task Order. (Department of Defense agencies must comply with the Joint Travel Regulations (JTR))

H.16 OPEN SEASON

It is in the Government's best interest to maintain an adequate number of small business Contractors eligible to compete for CS3 small business set-aside task orders to meet the Government's complex COMSATCOM requirements. In order to do that, the Government may declare an Open Season to replenish the pool of small businesses under North American Industry Classification System (NAICS) 517410 on the CS3 ID/IQ vehicle. This is important as the original CS3 small business awardees may outgrow their small business size standard on this long term contract. Small businesses that "graduate" the size standard for NAICS 517410 and recertify as an other than small business concern may elect to remain on CS3 as a large business. The number of Contractors may fluctuate due to a number of factors, to include mergers & acquisitions and Contractors outgrowing their small business size status under their existing CS3 Contract.

The number of Contractors added as a result of an open season event will be at the sole discretion of the Government. The award of additional ID/IQ contracts does not increase the overall ceiling of the original contract. Contracts awarded hereunder shall include the same terms and conditions of this Contract and shall not exceed the remaining period of performance. Existing Contractors cannot hold more than one CS3 ID/IQ contract at any given time. Previously awarded task orders will not be affected by an open season event.

The Government, at its discretion and when determined to be in its best interest, reserves the unilateral right to determine if and when an unrestricted open season is conducted to add Contractors to (1) ensure adequate competition is maintained and (2) that within the Contractor pool there is a high-quality mix of resources that Contractors have to perform expected task order requirements [FAR 16.504(c)(1)(ii)(A)].

H.16.1 Small Business Open Season



In the event the Government determines in its best interest that it is appropriate to declare an Open Season event to replenish the pool of CS3 small businesses, the Government will publicize said event at the Federal Business Opportunities website at least 30 days in advance of posting the formal open season solicitation. After posting the solicitation and receiving proposals, the Government will evaluate new proposals with the intention of awarding contracts to refresh the pool of small business Contractors. These proposals shall be subject to substantially the same evaluation procedures, documentation, and criteria (updated to reflect changes in regulatory provisions and commercial practices and certifications) as were used for the original solicitation and competition.

Following the published open season notice in Federal Business Opportunities in accordance with FAR Part 5, Publicizing Contract Action, Small business Contractors shall:

- H.16.1.1** Submit a proposal in response to the CS3 solicitation that is materially identical to the original version of the CS3 solicitation; and
- H.16.1.2** Receive a proposal rating that is equal to or higher than the lowest scoring Contractor within the pool of CS3 Contractors. (NOTE: The lowest scoring Contractor is based on the lowest evaluated rating in accordance with Section M at the time of the original CS3 awarded contracts.)

The number of Contractors added as a result of an open season event will be at the sole discretion of the Government. Utilization of the Open Season process to replenish the pool of small business concerns does not obligate the Government to perform any other Open Season procedure. The Government anticipates any declaration of an open season will occur prior to exercise of an option period.

H.16.2 Graduating Small Business

For those CS3 small business Contractors who are unable to certify as a small business in accordance with FAR 52.219-28, Post-Award Small Business Program Rerepresentation, the small business Contractor may elect to be considered and be placed in the pool of other than small business (large business) Contractors. Once placed in the pool of large businesses, such Contractors shall not be eligible to participate or compete in any subsequent task order set-aside solicitations. The period of performance term will be coterminous with the existing term of all other CS3 Contractors. Once a small business Contractor graduates and is placed in the pool of large businesses, the Contractor shall adhere to all contract terms and conditions specific to large business concerns, such as small business subcontracting reporting requirements. In order to be eligible to compete for orders as a large CS3 Contractor, the CS3 small business Contractor must:

- H.16.2.1** Have re-represented their size standard as other than small during the term of CS3;



- H.16.2.2** Provided written notice to the GSA PCO within the timeframes specified in FAR 52.219-28(b) that its System for Award Management (SAM) data have been validated or updated to reflect its current status, and have provided the date of the validation or update;
- H.16.2.3** Provided written notice to the GSA PCO of the interest to be considered for placement in the pool of large business CS3 Contractors;
- H.16.2.4** Met all contract terms and conditions specific to large business concerns; and
- H.16.2.5** Demonstrated successful performance under CS3 as determined through review of the Past Performance Information Retrieval System (PPIRS).

Immediately upon transition to the pool of large business Contractors, the formerly small business CS3 Contractor is eligible to submit a proposal in response to any unrestricted task order solicitation and receive task order awards with the same rights and obligations as any large business CS3 Contractor; however, the Contractor is no longer eligible to compete for task orders under the pool of CS3 small businesses. The Contractor must continue performance on active task orders once re-assigned as an other than small business CS3 Contractor, including the exercise of options at the task order level at the discretion of the OCO, until all active task orders are closed-out.

H.16.3 Small Business Rerepresentation

GSA is responsible for ensuring performance and compliance with the terms of CS3 and safeguarding the interests of the Government and the American taxpayer in its contractual relationships. Additionally, GSA must ensure that Contractors receive impartial, fair, and equitable treatment. As a long-term contract, in accordance with FAR 52.219-28, Post-Award Small Business Program Rerepresentation, small business Contractors are required to recertify during the life of the contract. This may result in CS3 small businesses having to rerepresent their size standard as other than small. Such Contractors shall notify the CS3 Procuring Contracting Officer (PCO) in writing within the timeframes specified in FAR 52.219-28(b) that its SAM data have been validated or updated to reflect its current status, and provide the date of the validation or update. On the effective date, such Contractors shall not be eligible to participate or compete in any subsequent task order set-aside solicitations; however, they shall continue performance on previously awarded and active task orders, including the exercise of options and modifications at the task order level. On task orders awarded to a Contractor when the Contractor was considered a small business, the Contractor will continue to be considered a small business, for those orders only. Additionally, once a CS3 small business recertifies as other than small business, the “graduated” Contractor may request to be considered a large business on CS3 (see Section H.16.2 above).

H.17 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES



H.17.1 552.219-75 GSA Mentor-Protégé Program (Sep 2009)

- (a) Prime contractors, including small businesses, are encouraged to participate in the GSA Mentor-Protégé Program for the purpose of providing developmental assistance to eligible protégé entities to enhance their capabilities and increase their participation in GSA contracts.
- (b) The Program consists of:
 - (1) Mentor firms are large prime contractors with at least one active subcontracting plan, or that are eligible small businesses;
 - (2) Protégés are subcontractors to the prime contractor, and include small business concerns, small disadvantaged business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, and women-owned small business concerns meeting the qualifications specified in [Subpart 519.70](#); and
 - (3) Mentor-protégé Applications and Agreements, approved by the Mentor-Protégé Program Manager in the GSA Office of Small Business Utilization (OSBU).
- (c) Mentor participation in the Program means providing technical, managerial and financial assistance to aid protégés in developing requisite high-tech expertise and business systems to compete for and successfully perform GSA contracts and subcontracts.
- (d) Contractors interested in participating in the Program are encouraged to read FAR Subpart 19.7 and to contact the GSA Office of Small Business Utilization (E), Washington, DC 20405, (202) 501-1021, for further information.

(End of clause)

(END OF SECTION H)



SECTION I

SPECIAL CONTRACT REQUIREMENTS

I.1 FEDERAL ACQUISITION REGULATION 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

FEDERAL ACQUISITION REGULATION:

<https://www.acquisition.gov/far/>

GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL:

<http://www.acquisition.gov/GSAM/gsam.html>

(End of Clause)

<u>Section</u>	<u>FAR Clause No.</u>	<u>Title and Date</u>
I.1.1	52.202-1	Definitions (Nov 2013)
I.1.2	52.203-3	Gratuities (APR 1984)
I.1.3	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
I.1.4	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)
I.1.5	52.204-2	Security Requirements (AUG 1996)
I.1.6	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
I.1.7	52.204-13	System for Award Management Maintenance. (Oct 2016)
I.1.8	52.207-5	Option to Purchase Equipment (Feb 1995)
I.1.9	52.209.10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
I.1.10	52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
I.1.11	52.217-2	Cancellation Under Multiyear Contracts (Oct 1997)
I.1.12	52.219-14	Limitations on Subcontracting (Jan 2017)



I.1.13	52.222-17	Nondisplacement of Qualified Workers (May 2014)
I.1.14	52.223-6	Drug-Free Workplace (MAY 2001)
I.1.15	52.227-19	Commercial Computer Software License (Dec 2007)
I.1.16	52.229-1	State and Local Taxes (Apr 1984)
I.1.17	52.229-3	Federal, State, and Local Taxes (Feb 2013)
I.1.18	52.232-1	Payments (APR 1984)
I.1.19	52.232-8	Discounts for Prompt Payment (FEB 2002)
I.1.20	52.232-11	Extras (APR 1984)
I.1.21	52.232-23	Assignment of Claims (May 2014)
I.1.22	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
I.1.23	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
I.1.24	52.233-1	Disputes (May 2014)
I.1.25	52.233-1, Alternate I	Disputes (May 2014), Alternate I (DEC 1991)
I.1.26	52.237-3	Continuity of Services (JAN 1991)
I.1.27	52.242-13	Bankruptcy (JUL 1995)
I.1.28	52.253-1	Computer Generated Forms (JAN 1991)

I.2 52.212-4 Contract Terms and Conditions—Commercial Items (Jan 2017)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes



payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract



clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.



(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109 , which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of



such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.



(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete.

Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations



- (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
- (i) Any such clause is unenforceable against the Government.
 - (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
 - (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I.3 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the term of the CS3 basic contract in accordance with CS3 Section F.4.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not



obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- (b) Maximum order. The Contractor is not obligated to honor the following:
- (1) Any order for a single item in excess of \$30,000,000 in annual value;
 - (2) Any order for a combination of items in excess of \$30,000,000 in annual value; or
 - (3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) above.
- (c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five 5 working days after issuance, with written notice stating the Contractor's intent not to supply the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated in the contract. The quantities of supplies and services specified in the contract are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the contract up to and including the quantity designated in the contract as the "maximum." The Government is responsible only for the minimum dollar guarantee designated in the contract.
- (c) Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the



order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 60 months after the expiration of the CS3 basic contract.

(End of Clause)

I.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the expiration of the CS3 basic contract.

(End of Clause)

I.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of Clause)

I.8 52.219-13 Notice of Set-Aside of Orders (Nov 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of clause)

I.9 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (Oct 2015)

- (a) Definitions. As used in this clause—



“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.10 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (Jul 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.11 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES

I.11.1 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided



is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

(End of Clause)

I.11.2 552.204-9 Personal Identity Verification Requirements (Oct 2012)

- (a) The contractor shall comply with GSA personal identity verification requirements, identified at <http://www.gsa.gov/hspd12>, if contractor employees require access to GSA controlled facilities or information systems to perform contract requirements.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

(End of clause)

I.11.3 552.212-4 Contract Terms and Conditions -- Commercial Items ALTERNATE II (FAR DEVIATION (Nov 2009))

When a commercial item contract is contemplated and the contract will include the clause at FAR 52.212-4, insert this Alternate II instead of subparagraph (g)(2) of the FAR clause.

(g)(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

I.11.4 552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (Jun 2016)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:



[The Contracting Officer should check the clauses that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity.]

(b) Clauses.

- ☒ 552.203-71 Restriction on Advertising
 - ☒ 552.211-73 Marking
 - ☐ 552.215-70 Examination of Records by GSA
 - ☐ 552.215-71 Examination of Records by GSA (Multiple Award Schedule)
 - ☐ 552.215-72 Price Adjustment—Failure to Provide Accurate Information
 - ☐ 552.219-70 Allocation of Orders—Partially Set-Aside Items
 - ☐ 552.228-70 Workers' Compensation Laws
 - ☒ 552.229-70 Federal, State, and Local Taxes
 - ☐ 552.232-8 Discounts for Prompt Payment
 - ☒ 552.232-23 Assignment of Claims
 - ☐ 552.232-71 Adjusting Payments
 - ☐ 552.232-72 Final Payment
 - ☐ 552.232-73 Availability of Funds
 - ☐ 552.232-78 Payment Information
 - ☒ 552.237-71 Qualifications of Employees
 - ☐ 552.238-71 Submission and Distribution of Authorized FSS Schedule Price List
 - ☐ 552.238-74 Industrial Funding Fee and Sales Reporting
 - ☐ 552.238-75 Price Reductions
 - ☐ 552.238-81 Modifications (Multiple Award Schedule)
 - ☐ 552.242-70 Status Report of Orders and Shipments
 - ☐ 552.246-73 Warranty—Multiple Award Schedule
 - ☐ 552.246-76 Warranty of Pesticides
- (End of clause)

I.11.5 [Reserved]

I.11.6 552.228-5 Government as Additional Insured (Jan 2016)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance—Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

(End of clause)

I.11.7 552.229-70 FEDERAL, STATE, AND LOCAL TAX (APR 1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this



transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

(End of clause)

I.11.8 552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

(End of Clause)

I.11.9 552.232-1 PAYMENTS (NOV 2009) (DEVIATION FAR 52.232-1)

(a) The Government shall pay the Contractor, without submission of invoices or vouchers, 30 days after the service period, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract.

(b) Unless otherwise specified in this contract, the Government will make payment on partial deliveries accepted by the Government if either:

(1) The amount due on the deliveries warrants it.

(2) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(c) When processing payment, GSA's Finance Office will automatically generate the 12 digit invoice number using the PDN assigned to the contract, followed by an abbreviated month and year of service (e.g., 84261554JUN7, for June 2007). The PDN appears on the contract award document.

(End of clause)

I.11.10 552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefore:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government agency under this contract. Any such



assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

(End of Clause)

I.11.11 552.232-25 PROMPT PAYMENT (NOV 2009) (DEVIATION FAR 52.232-25)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph [\(c\)\(4\)](#) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments.

(1) The due date for making invoice payments by the designated payment office is:

(i) For orders placed electronically by the General Services Administration (GSA) Federal Acquisition Service (FAS), and to be paid by GSA through electronic funds transfer (EFT), the later of the following two events:

(A) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(B) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(ii) For all other orders, the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor.

(iii) On a final invoice, if the payment amount is subject to contract settlement actions, acceptance occurs on the effective date of the contract settlement.



(2) The General Services Administration will issue payment on the due date in paragraph (a)(1)(i) of this clause if the Contractor complies with full cycle electronic commerce. Full cycle electronic commerce includes all the following elements:

(i) The Contractor must receive and fulfill electronic data interchange (EDI) purchase orders (transaction set 850).

(ii) The Contractor must generate and submit to the Government valid EDI invoices (transaction set 810) or submit invoices through the GSA Finance Center Internet-based invoice process. Internet-based invoices must be submitted using procedures provided by GSA.

(iii) The Contractor's financial institution must receive and process, on behalf of the Contractor, EFT payments through the Automated Clearing House (ACH) system.

(iv) The EDI transaction sets in paragraphs (a)(2)(i) through (a)(2)(iii) of this clause must adhere to implementation conventions provided by GSA.

(3) If any of the conditions in paragraph (a)(2) of this clause do not occur, the 10 day payment due dates in (a)(1) become 30 day payment due dates.

(4) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are—

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.



(5) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. Notwithstanding paragraph (g) of the clause at FAR 52.212-4, Contract Terms and Conditions—Commercial Items, if the Contractor submits hard-copy invoices, submit only an original invoice. No copies of the invoice are required. A proper invoice must include the items listed in paragraphs (a)(5)(i) through (a)(5)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in paragraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(6) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(6)(i) through (a)(6)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.



(7) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the “Renegotiation Board Interest Rate,” and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in paragraph (c)(5) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and



any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(8) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in paragraph (c)(7) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(9) Additional interest penalty.

(i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with paragraph (a)(9)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor—

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(9)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)

(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall—

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that—

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)

(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except—

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.



(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments.

(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of clause)

I.11.12 552.232-77 PAYMENT BY GOVERNMENT CHARGE CARD (NOV 2009)

(a) *Definitions.* "Governmentwide commercial purchase card" means a uniquely numbered charge card issued by a Contractor under the GSA SmartPay® program contract for Fleet, Travel, and Purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

"Oral order" means an order placed orally either in person or by telephone.



- (b) At the option of the Government and if agreeable to the Contractor, payments of \$100,000 or less for oral or written orders may be made using the Governmentwide commercial purchase card.
- (c) The Contractor shall not process a transaction for payment using the charge card until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.
- (d) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

(End of Clause)

I.11.13 552.237-71 QUALIFICATIONS OF EMPLOYEES (MAY 1989)

(a) The contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.

(b) The Contractor shall fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.

(c) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien

Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

(End of clause)

I.11.14 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999)

(a) *Deviations to FAR clauses.*

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services



Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.

(b) *Deviations to GSAR clauses.* This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.

(c) *“Substantially the same as” clauses.* Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of Clause)



I.12 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES APPLICABLE AT THE ORDER LEVEL

The following clauses apply at the Order level, as applicable:

<u>Section</u>	<u>FAR Clause No.</u>	<u>Title and Date</u>
I.12.1	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
1.12.2	52.211-11	Liquidated Damages-Supplies, Services, or Research and Development (Sept 2000)
1.12.3	52.211-15	Defense Priority and Allocation Requirement (Apr 2008)
1.12.4	52.222-19	Child Labor-Cooperation with Authorities and Remedies (Oct 2016)
1.12.5	52.222-20	Child Labor-Cooperation with Authorities and Remedies (May 2014)
I.12.6	52.222-41	Service Contract Labor Standards (May 2014)
I.12.7	52.222-55	Minimum Wages Under Executive Order 13658 (Dec 2015)
I.12.8	52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)
I.12.9	52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997)
I.12.10	52.223-3 (Alternate I)	Hazardous Material Identification and Material Safety Data (JAN 1997), Alternate I (July 1995)
I. 12.11	52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)
I.12.12	52.223-10	Waste Reduction Program (MAY 2011)
I.12.13	52.223-14	Minimum Wages Under Executive Order 13658 (Jun 2014)
I.12.14	52.223-14 (Alternate I)	Minimum Wages Under Executive Order 13658 (Jun 2014), Alternate I (Jun 2014)
I.12.15	52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)
I.12.16	52.223-16	Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015)
I.12.17	52.223-16, Alternate I	Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014), Alternate I (Jun 2014)



I.12.18	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)
I.12.19	52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014)
I.12.20	52.225-3 (Alternate I)	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014), Alternate I (May 2014)
I.12.21	52.225-3 (Alternate II)	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014), Alternate II (May 2014)
I.12.22	52.225-3 (Alternate III)	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014), Alternate III (May 2014)
I.12.23	52.225-5	Trade Agreements (Oct 2016)
I.12.24	52.227-1	Authorization and Consent (Dec 2007)
I.12.25	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
I.12.26	52.227-3	Patent Indemnity (Apr 1984)
I.12.27	52.227-14	Rights in Data-General (May 2014)
I.12.28	52.227-14 (Alternate I)	Rights in Data-General (May 2014), Alternate I (Dec 2007)
I.12.29	52.227-14 (Alternate II)	Rights in Data-General (May 2014), Alternate II (Dec 2007)
I.12.30	52.228-5	Insurance-Work on a Government Installation (Jan 1997)
I.12.31	52.229-6	Taxes-Foreign Fixed-Price Contracts (Feb 2013)
I.12.32	52.232-16	Progress Payments (Apr 2012)
I.12.33	52.232-16, Alternate I	Progress Payments (Apr 2012), Alternate I (Mar 2000)
I.12.34	52.232-16, Alternate III	Progress Payments (Apr 2012), Alternate III (Apr 2003)
I.12.35	52.232-17	Interest (May 2014)
I.12.36	52.232-18	Availability of Funds (Apr 1984)
I.12.37	52.232-36	Payment by Third Party (May 2014)
I.12.38	52.232-37	Multiple Payment Arrangements (May 1999)
I.12.39	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
I.12.40	52.243-7	Notification of Changes (Jan 2017)
I.12.41	52.245-1	Government Property (Jan 2017)



I.12.42	52.245-1 (Alternate I)	Government Property (Jan 2017), Alternate I (Apr 2012)
I.12.43	52.245-9	Use and Charges (Apr 2012)
I.12.44	52.247-1	Commercial Bill of Lading Notations (Feb 2006)
I.12.45	52.247-64	Commercial Bill of Lading Notations (Feb 2006)
I.12.46	52.247-64 (Alternate I)	Commercial Bill of Lading Notations (Feb 2006), Alternate I (Apr 2003)
I.12.47	52.247-64 (Alternate II)	Commercial Bill of Lading Notations (Feb 2006), Alternate II (Feb 2006)
I.12.48	52.247-68	Report of Shipment (REPSHIP) (Feb 2006)
I.12.49	52.251-1	Government Supply Sources (Apr 2012)

I.12.50 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C. 5341](#) or [5332](#).

This Statement is for Information Only:

Employee Class Monetary Wage—Fringe Benefits

_____	_____
_____	_____
_____	_____
_____	_____

(End of Clause)

I.12.51 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond _____. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.



(End of clause)

I.12.52 52.245-2 Government Property Installation Operation Services (Apr 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an “as-is, where is” condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

(End of clause)

(END OF SECTION I)



SECTION J

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

- J.1.1** ATTACHMENT J-1 – Acronyms and Abbreviations
- J.1.2** ATTACHMENT J-2 – eliminated
- J.1.3** ATTACHMENT J-3 – eliminated
- J.1.4** ATTACHMENT J-4 – Small Business Subcontracting Goals Guidance and Model Subcontracting Plan
- J.1.5** ATTACHMENT J-5 – CS3 Monthly Business Volume (Sales) Report Format
- J.1.6** ATTACHMENT J-6 – CS3 Monthly Revenue Report Format
- J.1.7** ATTACHMENT J-7 – eliminated
- J.1.8** ATTACHMENT J-8 – Sample Task Order (STO) #1 - Contingency Satellite Communications System and Services
- J.1.9** ATTACHMENT J-9 – Sample Task Order (STO) #1– Excel Workbook
- J.1.10** ATTACHMENT J-10 – Sample Task Order (STO) #2 - Environmental Data Network
- J.1.11** ATTACHMENT J-11a – Sample Task Order (STO) #2 – Excel Workbook (Fixed Satellite Service solution)
ATTACHMENT J-11b – Sample Task Order (STO) #2 – Excel Workbook (Mobile Satellite Service solution)
- J.1.12** ATTACHMENT J-12 – Sample Task Order (STO) #3 -- Base Communications Network for Ouargla, Algeria
- J.1.13** ATTACHMENT J-13 – eliminated
- J.1.14** ATTACHMENT J-14 – DD Form 254 Template
- J.1.15** ATTACHMENT J-15 – DD Form 254 Template Continuation Pages
- J.1.16** ATTACHMENT J-16 – eliminated
- J.1.17** ATTACHMENT J-17– Sample Task Order Link Budget Template
- J.1.18** ATTACHMENT J-18 – eliminated



J.1.19 ATTACHMENT J-19 – eliminated

J.1.20 ATTACHMENT J-20 – eliminated

(END OF SECTION J)



ATTACHMENT J-1

ACRONYMS AND ABBREVIATIONS

ACO	Administrative Contracting Officer
ACH	Automated Clearing House
ADP	Automated Data Processing
ANC	Alaskan Native Corporations
BER	Bit Error Rate
BIR	Burst Information Rate
BOM	Bill of Materials
BSS	Business Support Systems
BSS	Broadcast Satellite Services
C&A	Certification and Accreditation
C&F	Cost and Freight
CAGE	Commercial and Government Entity
CEO	Chief Executive Officer
CFR	Code of Federal Regulations
c.i.f	Cost, Insurance, and Freight
CIR	Committed Information Rate
CLIN	Contract Line Item Number
CMMI	Capability Maturity Model Integration
CNSSP	Committee on National Security Systems Policy
CO	Contracting Officer
COO	Chief Operating Officer
COMSATCOM	Commercial Satellite Communications
COOP	Continuity of Operations
COMSEC	Communications Security
CONUS	Contiguous United States
COR	Contracting Officers Representative
COTS	Commercial Off The Shelf
CS3	Complex Commercial SATCOM Solutions
CSCSS	Contingency Satellite Communications System and Services
CTO	Chief Technology Officer
CUI	Controlled Unclassified Information
CWT	Hundredweight
DAA	Designated Accrediting Authority
DCAA	Defense Contract Audit Agency
DCMA	Defense Contract Management Agency
DISA	Defense Information Systems Agency
DISN	Defense Information Systems Network
DITCO	Defense Information Technology Contracting Organization
DLA	Defense Logistics Agency
DOC	Department of Commerce
DoD	Department of Defense
DoDD	Department of Defense Directive



DoDI	Department of Defense Instruction
DOE	Department of Energy
DPA	Delegation of Procurement Authority
DOJ	Department of Justice
DPAS	Defense Priorities and Allocation System
DSS	Defense Security Service
DSTS-G	DISN Satellite Transmission Services-Global
DTIC	Defense Technical Information Center
DUNS	Data Universal Numbering System
EAA	Environmental Assessment Agency
ECP	Engineering Change Proposal
EDI	Electronic Data Interchange
EDWOSB	Economically Disadvantaged Women-Owned Small Business
EFT	Electronic Funds Transfer
EIRP	Effective Isotropic Radiated Power
EIT	Electronic and Information Technology
EMI	Electromagnetic Interference
EPA	Environmental Protection Agency
eSRS	Electronic Subcontract Reporting System
FAPIIS	Federal Awardee Performance and Integrity Information System
FAR	Federal Acquisition Regulation
FAS	Federal Acquisition Service
f.a.s	Free Alongside Ship
FBI	Federal Bureau of Investigation
FedBizOps	Federal Business Opportunities
FCSA	Future COMSATCOM Services Acquisition
FIPS	Federal Information Processing Standards
FISMA	Federal Information Security Management Act
f.o.b	Free On Board
FOIA	Freedom of Information Act
FTR	Federal Travel Regulations
G/T	Gain to noise temperature ratio
GAO	General Accounting Office
GoS	Grade of Service
GSA	General Services Administration
GSA PCO	GSA Procuring Contracting Officer
GSAM	General Services Administration Acquisition Manual
GSAR	General Services Administration Acquisition Regulation
HAZMAT	Hazardous Materials
HAIBE	High Assurance Internet Protocol Encryptor
HNA	Host Nation Agreement
HUBZone	Historically Underutilized Business Zones (HUBZones)
IA	Information Assurance
IAW	In Accordance With
ID/IQ	Indefinite Delivery/Indefinite Quantity
IFB	Invitation For Bid



IGCE

Independent Government Cost Estimate

IP	Internet Protocol
iRAPT	Invoicing, Receipt, Acceptance, and Property Transfer
ISAC	Information Sharing and Analysis Center
ISO	International Organization for Standardization
ISR	Individual Subcontracting Report
IT	Information Technology
ITAR	International Traffic in Arms Regulations
ITS	Information Technology Services
JPAS	Joint Personnel Adjudication System
JPEG	Joint Photographic Experts Group
JTR	Joint Travel Regulations
Kps	Kilobits per second
LAN	Local Area Network
LORA	Level of Repair Analysis
LPTA	Lowest Price Technically Acceptable
M2M	Machine-to-Machine
MBI	Moderate Background Investigation
MBPS	Megabits Per Second
MBVSR	Monthly Business Volume (Sales) Report
MHz	Megahertz
MIL-STD	Military Standard
MOA	Memorandum of Agreement
MRG	Minimum Revenue Guarantee
MRR	Monthly Revenue Report
MTBF	Mean Time Between Failure
MTTR	Mean Time to Repair
NAICS	North American Industry Classification System
NASA	National Aeronautics and Space Administration
NATO	North Atlantic Treaty Organization
NIPRNET	Non-Secure Internet Protocol Router Network
NISPOM	National Industry Security Program Operating Manual
NIST	National Institute of Standards and Technology
NIST SP	National Institute of Standards and Technology Special Publication
NOC	Network Operations Center
NPV	Net Present Value
NSA	National Security Agency
OCO	Ordering Contracting Officer
OCONUS	Outside the Contiguous United States
OMB	Office of Management and Budget
OPSEC	Operations Security
OSBU	Office of Small Business Utilization
PCO	Procuring Contracting Officer
PDF	Portable Document Format
PEB	Power Equivalent Bandwidth
PNM	Price Negotiation Memorandum



POC	Point of Contact
PoP	Period of Performance
PoP	Point of Presence
POS	Point of Sale
PPIRS	Past Performance Information Retrieval System
PWS	Performance Work Statement
RAM	Reliability, Availability, and Maintainability
RMF	Risk Management Framework
RF	Radio Frequency
RFI	Radio Frequency Interference
RFID	Radio Frequency Identification
RFP	Request for Proposal
RFQ	Request for Quote
RTM	Requirement Traceability Matrix
SAM	System for Award Management
SAP	Special Access Programs
SATCOM	Satellite Communications
SBA	Small Business Administration
SBTA	Small Business Technical Advisor
SCI	Sensitive Compartmented Information
SCA	Service Contract Act
SDB	Small Disadvantaged Business
SDVOSB	Service-Disabled Veteran-Owned Small Business
SIM	Subscriber Identity Module
SIPRNET	Secure Internet Protocol Router Network
SMO	Security Management Office
SNMP	Signaling Network Management Protocol
SOC	Satellite Operations Center
SOW	Statement of Work
SP	Special Publication
SSR	Summary Subcontracting Report
STE	Secure Terminal Equipment
STO	Sample Task Order
TBD	To Be Determined
TDMA	Time Division Multiple Access
TM	Task Monitor
TO	Task Order
TOR	Task Order Request
TRANSEC	Transmission Security
TS/SCI	TOP SECRET/Sensitive Compartmented Information
TT&C	Telemetry, Tracking, and Control
U.S.	United States
U.S.C.	United States Code
USDA	United States Department of Agriculture
USG	US Government
USGO	US Government Organization



USSTRATCOM	United States Strategic Command
VAR	Visit Access Request
VoIP	Voice over Internet Protocol
VOSB	Veteran-owned small business
VSAT	Very Small Aperture Terminal
WiFi	Wireless Fidelity (IEEE 802.11)
WOSB	Women-Owned Small Business
XML	eXtensible Markup Language

(END OF ATTACHMENT J-1)



ATTACHMENT J-4

SMALL BUSINESS SUBCONTRACTING GOALS GUIDANCE AND MODEL SUBCONTRACTING PLAN

Small Business Subcontracting Goals Guidance

Prior to contract award, Contractors shall provide a small business subcontracting plan in accordance with FAR Part 19. The Government expects Contractors to thoroughly review the requirements set forth in FAR 19.704, Subcontracting plan requirements, and FAR clause 52.219-9, Small Business Subcontracting Plan, before submitting their contracting plans. In accordance with FAR 19.704(d) and clause 52.219-9(g), the preference is for Contractors to submit a Commercial Plan. This type of plan shall relate to the Contractor's planned subcontracting generally, for both commercial and government business, rather than solely to the CS3 contract.

The General Services Administration (GSA) fiscal year 2016 subcontracting goals appear in the table below.

Small Business Category	Goal
Small Business	36.5%
Small Disadvantaged Business	5.00%
Women-owned Small Business	5.00%
HUBZone Small Business	3.00%
Service-Disabled Veteran-owned Small Business	3.00%



Model Subcontracting Plan

Cover Page To Model Subcontracting Plan

IMPORTANT: Notice to Contractors: GSA provides this model plan as a tool. You must adapt this model plan to fit your subcontracting situation. The plan is NOT a fill-in-the-blank form and you must remove instructional language. This model does not establish minimum requirements for an acceptable plan. The model reflects objectives GSA encourages contractors to adopt. GSA expects Contractors to thoroughly review the requirements set forth in FAR 19.704, Subcontracting Plan Requirements and FAR clause 52.219-9, Small Business Subcontracting Plan before submitting their subcontracting plans.

Definitions of Types of Plans:

- **COMMERCIAL PLAN:** Covers the Contractor's fiscal year and applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line.) Note that this type of plan shall relate to the Contractor's planned subcontracting generally, for both commercial and government business, rather than solely to the government contract. Per FAR 19.704(d) and clause 52.219-9(g), this is the preferred type of plan for contractors furnishing commercial items. Once a contractor's commercial plan has been approved, the Government shall not require another subcontracting plan from the same contractor while the plan remains in effect, as long as the product or service being provided by the contractor continues to meet the definition of a commercial item. The contractor shall— (1) Submit the commercial plan to either the first contracting officer awarding a contract subject to the plan during the contractor's fiscal year, or, if the contractor has ongoing contracts with commercial plans, to the contracting officer responsible for the contract with the latest completion date. The contracting officer shall negotiate the commercial plan for the Government. The approved commercial plan shall remain in effect during the contractor's fiscal year for all Government contracts in effect during that period; (2) Submit a new commercial plan, 30 working days before the end of the Contractor's fiscal year, to the contracting officer responsible for the uncompleted Government contract with the latest completion date. The contractor must provide to each contracting officer responsible for an ongoing contract subject to the plan, the identity of the contracting officer that will be negotiating the new plan; (3) When the new commercial plan is approved, provide a copy of the approved plan to each contracting officer responsible for an ongoing contract that is subject to the plan; and (4) Comply with the reporting requirements stated in paragraph (a)(10) of this section by submitting one SSR in eSRS, for all contracts covered by its commercial plan. This report will be acknowledged or rejected in eSRS by the contracting officer who approved the plan. The report shall be submitted within 30 days after the end of the Government's fiscal year.
- **INDIVIDUAL CONTRACT PLAN:** Covers the entire contract period, applies to a specific contract, and has goals that are based on the Contractor's planned subcontracting (and purchasing) in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract. For contracts with option periods, the plan will include separate goals and estimated value (or sales) for the base period with separate goals and estimated value for each option period.



Per FAR 52.219-9(c) this type of plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business (including ANCs and Indian Tribes), and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Contractor ineligible for award of a contract. The Contractor shall submit the Individual Subcontract Report (ISR), and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) (<http://www.esrs.gov>), following the instructions in the eSRS and in accordance with FAR clause 52.219-9.

- **MASTER PLAN:** Contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved. A master plan on a plant or division-wide basis that contains all the elements, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Contractor by the clause 52.219-9; **provided** (1) The master plan has been approved; (2) The Contractor ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan. A contract may have no more than one plan. When a modification meets the criteria in FAR 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontracting plan. The failure of the Contractor or subcontractor to comply in good faith with the clause at FAR 52.219-8 or an approved plan required by FAR 52.219-9 shall be a material breach of the contract. The Contractor shall submit the Individual Subcontract Report (ISR), and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) (<http://www.esrs.gov>), following the instructions in the eSRS and in accordance with FAR clause 52.219-9.

GSA SUBCONTRACTING GOALS (How to do the math tips)

IMPORTANT: Subcontracting goals are subject to change, based on recent achievement levels and as negotiated with the Small Business Administration (SBA). SBA is responsible for the Federal Government Goaling Program and their website at www.sba.gov includes details and background on the goaling process.

- Total estimated subcontracting dollars (or spend) planned to all types of business concerns must be provided, then separately state the dollars that will be subcontracted to each category. All percents for each category will be expressed as a percentage of the total subcontracting dollars to all concerns (both large and small)*.
- The Small business dollar amount must include all sub-group category amounts; i.e., HUBZone, SDB, WOSB, VOSB, SDVOSB (plus any "other small" businesses that do not fall within one of these specified subgroups). Again note that Alaskan Native Corporations (ANCs) and Indian tribes will be included in the SDB and total small amounts.



*Only the large plus all small should equal the total in both dollars and percents. Do not add together subgroups to reach the total Small figure, as the same dollars can be double and triple counted for each group as applicable to the company receiving the order.

	Sample Dollars	GSA Goal
(FY 2012-13)		
Total dollars to be subcontracted (to both Large and Small Businesses)	\$1,000,000	100%
To Large Businesses	\$700,000	*70%
To all Small Businesses (includes HUBZone Small, Small Disadvantaged, Women-Owned Small, Veteran-Owned Small, Service-Disabled Veteran-Owned Small, and Other Small Business Concerns)	\$300,000	*30%
To HUBZone Small Businesses	\$30,000	3%
To Small Disadvantaged Businesses	\$50,000	5%
To Women-Owned Small Businesses	\$50,000	5%
To Veteran-Owned Small Businesses (includes SDVOSB below in this total)	\$30,000	3%
To Service-Disabled Veteran-Owned Small Businesses	\$30,000	3%

*NOTE: The total \$300,000 to all Small businesses already includes each subgroup (HUBZone, SDB, ANCs, WOSB, VOSB, and SDVOSB), plus other small businesses that are only small and do not fall into a specified category.

IMPORTANT: PLEASE REMOVE THE COVER PAGES BEFORE SUBMITTING THE SUBCONTRACTING PLAN TO GSA. THEY ARE ONLY FOR YOUR INFORMATION AND CONVENIENCE.



Template: March 2013

[INSERT COMPANY NAME]

SMALL BUSINESS SUBCONTRACTING PLAN (MODEL)

I. IDENTIFICATION DATA:

Address:	
Date Prepared:	
Description of Supplies/Services:	
Solicitation Number: (Completed for Individual Plans; N/A for commercial plans)	
Contract Number: (Completed for Individual Plans during option period; N/A for commercial plans)	

If submitting an Individual Contract Plan, insert dates below for the contract duration, if known (or insert N/A if the contract does not include specified option period).

Individual Plan Period:

Base Period:	(Insert Date of Award thru ?? years)
Option Period 1:	(1 Year, 5 Years, etc.)
Option Period 2:	(1 Year, 5 Years, etc.)
Option Period 3:	(1 Year, 5 Years, etc.)
Option Period 4:	(1 Year, 5 Years, etc.)

Estimated Contract Value (Provide separate estimate for base contract period and each option):

Base Period:	(Insert Dollar Amount)
Option Period 1:	(Insert Dollar Amount)
Option Period 2:	(Insert Dollar Amount)
Option Period 3:	(Insert Dollar Amount)
Option Period 4:	(Insert dollar amount if applicable/Not used for MAS)

Place of Performance:	
DUNS Number:	(under the contract awarded or pending award)

If submitting a Commercial Plan, insert dates below:

Commercial Plan Period:	(Insert 12 Month Fiscal Year Dates for Contractor/Offeror)
Projected annual sales (Company-wide):	(Insert Dollar Amount)

II. TYPE OF PLAN – FAR 19.701 (For definitions, see Cover Page and FAR clause 52.219-9):
Place an “X” in the appropriate field to indicate the correct plan type.

Commercial Plan	
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Individual Plan	
Master Plan (incorporated into Individual Plan)	



III. GOALS: A. The FAR clause at 52.219-9(d) states that the subcontracting plan shall include (1) goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns as subcontractors; and (2) A statement of total dollars planned to be subcontracted for an individual contract plan; or the Contractor's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan. FAR 19.704(a)(1) requires separate percentage goals for using small business (including Alaskan Native Corporations (ANCs) and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes) and women-owned small business concerns as subcontractors; and (3) A statement of the total dollars planned to be subcontracted and a statement of the total dollars planned to be subcontracted to small business (including ANCs and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes) and women-owned small business concerns.

Commercial plans will always reflect annual company-wide goals. Individual plans will reflect contract-specific goals and shall contain separate statements and goals for the basic contract (period) and separately for each option (period). Note that dollars and percentages to large and total small businesses (all inclusive) must equal the total subcontracted to all categories in both dollars and percentages. EACH CONTRACTOR IS EXPECTED TO OFFER THE MAXIMUM PRACTICABLE OPPORTUNITIES TO EACH TYPE OF SMALL BUSINESS CONCERN CONSISTENT WITH THEIR BEST FAITH EFFORTS AND SUPPORTED BY THEIR REPORTS AND RECORDS.

COMPLETE FORMAT BELOW IF SUBMITTING AN INDIVIDUAL PLAN and note that a separate part is required for the base contract period and for each option period, if any. (IMPORTANT: Please remove this section and following page if submitting a commercial plan.)

[Company Name] provides the following separate dollar and percentage goals, which are a percentage of the total subcontracting dollars for each business category:

BASE GOALS are expressed in dollars and percentages of the total dollars planned to be subcontracted.

PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
1. Total Dollars to be Subcontracted (2 + 3 = 1) large and all small businesses must equal total amount to be subcontracted (both \$ and %)		100%
2. Large Businesses (Other than Small)		
3. All Small Businesses (including ANCs & Indian tribes)		
4. Veteran-Owned Small Businesses (VOSB)		
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)		
6. HUBZone Small Business (HUBZone)		
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)		
8. Women-Owned Small Businesses (WOSB)		

If applicable: 1ST OPTION GOALS are expressed in dollars and percentages of total dollars planned to be subcontracted.

PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
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1. Total Dollars to be Subcontracted (2 + 3 = 1) large and all small businesses must equal total amount to be subcontracted (both \$ and %)		100%
2. Large Businesses (Other than Small)		
3. All Small Businesses (including ANCs & Indian tribes)		
4. Veteran-Owned Small Businesses (VOSB)		
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)		
6. HUBZone Small Business (HUBZone)		
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)		
8. Women-Owned Small Businesses (WOSB)		



If applicable: 2ND OPTION GOALS are expressed in dollars and percentages of total dollars planned to be subcontracted.

PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
1. Total Dollars to be (2 + 3 = 1) large and all small businesses must equal total amount to be subcontracted (both \$ and %)		100%
2. Large Businesses (Other than Small)		
3. All Small Businesses (including ANCs & Indian tribes)		
4. Veteran-Owned Small Businesses (VOSB)		
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)		
6. HUBZone Small Business (HUBZone)		
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)		
8. Women-Owned Small Businesses (WOSB)		

If applicable: 3ND OPTION GOALS are expressed in dollars and percentages of total dollars planned to be subcontracted.

PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
1. Total Dollars to be Subcontracted (2 + 3 = 1) large and all small businesses must equal total amount to be subcontracted (both \$ and %)		<u>100%</u>
2. Large Businesses (Other than Small)		
3. All Small Businesses (including ANCs & Indian tribes)		
4. Veteran-Owned Small Businesses (VOSB)		
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)		
6. HUBZone Small Business (HUBZone)		
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)		
8. Women-Owned Small Businesses (WOSB)		

If applicable: 4TH OPTION GOALS are expressed in dollars and percentages of total dollars planned to be subcontracted. (IMPORTANT: LEAVE BLANK FOR MAS)

PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
1. Total Dollars to be Subcontracted (2 + 3 = 1) large and all small businesses must equal total amount to be subcontracted (both \$ and %)		<u>100%</u>
2. Large Businesses (Other than Small)		
3. All Small Businesses (including ANCs & Indian tribes)		
4. Veteran-Owned Small Businesses (VOSB)		
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)		
6. HUBZone Small Business (HUBZone)		
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)		
8. Women-Owned Small Businesses (WOSB)		



**COMPLETE FORMAT BELOW IF SUBMITTING A COMMERCIAL PLAN (IMPORTANT:
Please remove this page/section if submitting an individual plan.)**

1. Estimated TOTAL dollars planned to be subcontracted to all types of concerns (generally for both commercial and government business, in support of commercial items sold during company fiscal year):

Description	Dollar Amount	Percentage
Annual Commercial Purchases/Spend:	\$	= 100% subcontracted

2. Total dollars planned to be subcontracted to large business concerns (or classified as other than small):

Description	Dollar Amount	Percentage
Annual Commercial Purchases/Spend:	\$	% of Total

3. Total dollars planned to be subcontracted to all small business concerns (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB small business concerns:

Description	Dollar Amount	Percentage
Annual Commercial Purchases/Spend:	\$	% of Total

4. Total dollars planned to be subcontracted to veteran-owned small business concerns (including service-disabled veteran-owned small businesses):

Description	Dollar Amount	Percentage
Annual Commercial Purchases/Spend:	\$	% of Total

5. Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns
(subset of VOSB above and cannot be higher than #4 above):

Description	Dollar Amount	Percentage
Annual Commercial Purchases/Spend:	\$	% of Total

6. Total dollars planned to be subcontracted to HUBZone small business concerns:

Description	Dollar Amount	Percentage
Annual Commercial Purchases/Spend:	\$	% of Total

7. Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes):



Description	Dollar Amount	Percentage
Annual Commercial Purchases/Spend:	\$	% of Total

8. Total dollars planned to be subcontracted to women-owned small business concerns:

Description	Dollar Amount	Percentage
Annual Commercial Purchases/Spend:	\$	% of Total



B. FAR 19.704(a)(3) and the clause at 52.219-9(d)(3) requires a description of the principal types of supplies and services to be subcontracted and an identification of types planned for subcontracting to SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns. Check all that apply below, ensuring that at least one item is indicated for each column. If assistance is needed to locate small business sources, contact your local Small Business Administration Commercial Market Representative via www.sba.gov/localresources, or access the Dynamic Small Business Search database at http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm. You may also post solicitations for small business opportunities on SBA's SUB-Net at <https://eweb1.sba.gov/subnet/search/index.cfm>.

The principal types of supplies and/or services that [Company Name] anticipates to be subcontracted and the identification of the type of business concern planned are as follows:

Business Category or Size

Supplies/Services	Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB

ATTACH ADDITIONAL SHEETS IF NECESSARY (OR REMOVE LINES IF NOT NEEDED)

C. FAR 19.704(a)(4) and the clause at 52.219-9(d)(4) require a description of the method used to develop the subcontracting goals. Explain or state the basis for establishing your proposed goals (i.e. based on historical data and experience, market research, etc.); and provide justification for any low goal(s).

[Company Name] used the following method to develop the subcontracting goals:

D. FAR 19.704(a)(5) and clause 52.219-9(d)(5) require a description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.



[Company Name] identifies potential subcontractors using the following source lists and organizations:



E. FAR 19.704(a)(6) and clause 52.219-9(d)(6) require a statement as to whether or not the Contractor included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns. NOTE: indirect costs represent the expenses of doing business that are NOT easily identified with a specific project (i.e. contract or grant) but are generally recognized as ordinary and necessary for the general operation of the contractor's organization and the conduct of activities it performs. Types of indirect costs include overhead (e.g. facility/utility & supplies cost), general and administrative (G&A), and fringe benefits (e.g. services or benefits provided to employees such as health insurance, payroll taxes, pension contribution, etc).

Indirect costs [HAVE BEEN/HAVE NOT BEEN] included in the dollar and percentage subcontracting goals stated above.

If indirect costs HAVE been included, the method used to determine the proportionate share of indirect costs to be incurred with small business concerns was as follows:

IV. PROGRAM ADMINISTRATOR:

FAR 19.704(a)(7) and clause 52.219-9(d)(7) require the name of an individual employed by the Contractor who will administer the Contractor's subcontracting program, and a description of the duties of the individual. Please add the contact information for this person (telephone number, fax number and/or email address), in case of questions and provide an alternate point of contact if applicable.

Name:	
Title/Position:	
Address:	
City/State/Zip Code:	
Telephone number:	
Fax number:	
Email Address:	

Alternate POC with contact information:

Name:	
Title/Position:	
Address:	
City/State/Zip Code:	



Telephone number:	
Fax number:	
Email Address:	

Duties: In accordance with clause 52.219-9(d)(11)(e), in order to effectively implement this plan to the extent consistent with efficient contract performance, the contractor shall perform the following functions:

1. Assist SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential SB, VOSB, SDVOSB, HUBZone, SDB and WOSB subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
2. Provide adequate and timely consideration of the potentialities of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns in all "make-or-buy" decisions.
3. Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB firms.
4. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the System For Award Management (SAM) database or by contacting SBA.
5. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as SB, VOSB, SDVOSB, HUBZone, SDB and WOSB for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
6. Develop and promote company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
7. Develop and maintain bidders' lists of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns from all possible sources.
8. Ensure periodic rotation of potential subcontractors on bidders' lists.
9. Ensure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.



10. Ensure that subcontract procurement “packages” are designed to permit the maximum possible participation of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns
11. Review subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
12. Ensure that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
13. Oversee the establishment and maintenance of contract and subcontract award records.
14. Attend or arrange for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
15. Directly or indirectly counsel SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns on subcontracting opportunities and how to prepare bids to the company.
16. Conduct or arrange training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures.
17. Develop and maintain an incentive program for buyers that support the subcontracting program.
18. Monitor the company’s performance and make any adjustments necessary to achieve the subcontract plan goals.
19. Prepare and submit timely reports.
20. Coordinate the company’s activities during compliance reviews by Federal agencies.

IF YOUR PROGRAM ADMINISTRATOR WILL PERFORM ADDITIONAL SUBCONTRACTING DUTIES NOT SHOWN ABOVE, PLEASE IDENTIFY THEM HERE:

21. Additional Duties:

V. EQUITABLE OPPORTUNITY:

FAR 19.704(a)(8) and clause 52.219-9(d)(8) require a description of the efforts the Contractor will make to assure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns have an equitable opportunity to compete for subcontracts.

[[Company Name](#)] will make every effort to ensure that all small business concerns have an equitable opportunity to compete for subcontracts. These efforts may include one or more of the following activities: ([please indicate which of the following apply or adapt list to fit your company’s efforts](#))



A. Outreach efforts to obtain sources:

Description	Place "X" in blank if applicable.
Contacting minority and small business trade associations	
Contacting business development organizations	
Requesting sources from the Dynamic Small Business Search, which integrated data from the SBA PRO-Net database	
Attending small and minority business trade fairs and procurement conferences	

B. Internal efforts to guide and encourage purchasing personnel:

Description	Place "X" in blank if applicable.
Presenting workshops, seminars and training programs	
Establishing, maintaining and using small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business source lists, guides, and other data for soliciting subcontracts	
Monitoring activities to evaluate compliance with the subcontracting plan	

C. Other Additional efforts: (Please describe below.)

VI. ASSURANCES OF CLAUSE INCLUSION AND FLOW DOWN:

FAR 19.704(a)(9) and clause 52.219-9(d)(9) require assurances that the Contractor will include the clause at [52.219-8, Utilization of Small Business Concerns](#) (see [19.708\(a\)](#)), in all subcontracts that offer further subcontracting opportunities, and that the Contractor will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1,500,000 for construction) to adopt a plan that complies with the requirements of this clause (see [19.708\(b\)](#)).

[Company Name] agrees to include the FAR Clause 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (except small business concerns) that receive subcontracts in excess of



\$700,000 (\$1,500,000 for construction) to adopt a plan that complies with the requirements of the clause at [52.219-9](#), Small Business Subcontracting Plan.

VII. REPORTING AND COOPERATION:

[FAR 19.704\(a\)\(10\)](#) and [clause 52.219-9\(d\)\(10\)](#) require assurances that the Contractor will do the following:

[\[Company Name\]](#) agrees to:

- (10)(i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Contractor with the subcontracting plan;
- (iii) Submit the Individual Subcontract Report (ISR), and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) (<http://www.esrs.gov>), following the instructions in the eSRS;
- (iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS;
- (v) Provide its prime contract number and its DUNS number and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and
- (vi) Require that each subcontractor with a subcontracting plan provide the prime contract number and its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

Reports are to be submitted within 30 days after the close of each calendar period as indicated in the following chart:

Calendar Period	Report Due	Date Due	Submit Reports to eSRS with email address for:
10/01--03/31	ISR	04/30	(Administrative) Contracting Officer /SBTA
04/01--09/30	ISR	10/30	Administrative) Contracting Officer /SBTA
10/01--09/30	SSR	10/30	Administrative) Contracting Officer /SBTA

THE eSRS WEB-BASED REPORTING REQUIREMENT INSTRUCTIONS CAN BE FOUND IN THE ATTACHMENT TO SUBCONTRACTING PLAN TAKEN FROM FAR CLAUSE 52-219-9.

VIII. RECORDKEEPING:

[FAR 19.704\(a\)\(11\)](#) and [clause 52.219-9\(d\)\(11\)](#) require a [description](#) of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the



efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and award subcontracts to them.

[Company Name] will maintain records concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

1. Source lists (e.g., SAM), guides, and other data that identify SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
2. Organizations contacted in an attempt to locate sources that are SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
3. Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating:
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
4. Records of any outreach efforts to contact
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
5. Records of internal guidance and encouragement provided to buyers through
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.



6. On a contract-by-contract basis, records to support award data submitted by the Contractor to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
7. Other records to support your compliance with the subcontracting plan: [\(Please describe below.\)](#)

IX. STATUTORY REQUIREMENTS (Found at FAR 19.702)

- Any contractor receiving a contract for more than the simplified acquisition threshold must agree in the contract that SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns will have the maximum practicable opportunity to participate in contract performance consistent with its efficient performance.
- It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
- See 19.702(a)(1) for requirements that are imposed in negotiated acquisitions, and (a)(2) for requirements that are imposed in sealed bidding acquisitions.
- As stated in [15 U.S.C. 637\(d\)\(8\)](#), any contractor or subcontractor failing to comply in good faith with the requirements of the subcontracting plan is in material breach of its contract. Further, [15 U.S.C. 637\(d\)\(4\)\(F\)](#) directs that a contractor's failure to make a good faith effort to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages (see 19.702(c) and 19.705-7).

X. DESCRIPTION OF GOOD FAITH EFFORT (Also refer to 13 CFR 125.3(d), Determination of Good Faith Effort)

In order to demonstrate your compliance with a good faith effort to achieve the small business subcontracting goals, outline the steps below that your company plans to take.

[\[Company Name\]](#) will take the following steps to demonstrate compliance with a good faith effort in achieving small business subcontracting goals:

The above requirements will be negotiated with the contracting officer prior to approval. The contracting officer must ensure per FAR 19.705-5(a)(5) that an acceptable plan is incorporated into and made a material part of the contract.



SIGNATURE REQUIRED: Plan must be signed and dated by a company official.

This subcontracting plan was SUBMITTED by:

Signature:	
Typed Name:	
Company Title:	
Date Signed:	

Government Contracting Officer APPROVAL:

Signature:	
Printed Name:	
Agency:	
Date Signed:	

REPORTING INSTRUCTIONS FOR CONTRACTORS

Electronic Subcontracting Reporting System web-based reporting requirements found at FAR clause 52.219-9(l):

The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan and shall be submitted to the Administrative Contracting Officer (ACO) or Contracting Officer, if no ACO is assigned.



(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR [19.704\(c\)](#), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

- (A) In the case of the prime Contractor, with the Contracting Officer; and
- (B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$700,000 (over \$1,500,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.



(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

Contracting Officer	(insert e-mail addresses)
Small Business Technical Advisor (SBTA)	(email address for specific office/service/agency)
Subcontracting Manager, Office of Small Business Utilization	(janice.keys@gsa.gov or applicable alternate agency)
Small Business Administration Representative	(found at www.sba.gov and enter business zip code to find local resources/POC for contractor's location)

(END OF ATTACHMENT J-4)



ATTACHMENT J-5 CS3 Monthly Business Volume (Sales) Re

CS3 Monthly Business Volume (Sales) Report

1. SALES DATA WORKSHEET

Vendor Name – Your Company Name

Contract Number – Your CS3 Contract Number

Agency Name – Name of the Agency that will receive the products and/or services. Please search for the Agency Name from the "Agency Name-Code List" Worksheet. Once the Agency Name is located, please copy and paste the Agency Name from the "Title" Column, into the "Agency Name" field of the "Enter Sales Data" Worksheet. If unable to locate the specific Agency, please type the

Ordering Activity – Name of the Ordering Activity that issued the task order.

City – City of the Ordering Activity.

State – State of the Ordering Activity in abbreviated format (e.g., AK, VA, MD).

Zip Code – Zip Code of the Ordering Activity.

Contracting Officer Name – First and Last Name of the Contracting Officer that issued the order.

Contracting Officer Phone Number – Phone Number of the Contracting Officer that issued the

Contracting Officer E-mail – E-mail address of the Contracting Officer that issued the order.

Date of Order – The date the order or modification is signed by the Contracting Officer. This is typically located as Item 31c on Standard Form 1449 – Solicitation/Contract/Order for Commercial Items or Block 16C on Standard Form 30 - Amendment of Solicitation/Modification of Contract.

Order Number – The order number "assigned" by the Ordering Agency that issued the order.



ATTACHMENT J-5 CS3 Monthly Business Volume (Sales) Re

CS3 Monthly Business Volume (Sales) Report

Modification Number – The contract modification number “assigned” by the Ordering Agency, if

Requisition Number – Identify the requisition number for DISA/DITCO orders only. This is typically located as Item 1 on Standard Form 1449 – Solicitation/Contract/Order for Commercial Items or Block 4 on Standard Form 30 - Amendment of Solicitation/Modification of Contract.

Description of Services – A brief description of the equipment and/or services acquired. Please include applicable narrative such as MSS, FSS, leased service, modification, in support of, etc., to provide further clarification.

Period of Performance Start Date – The actual date the service is scheduled to begin. This is typically identified within the task order. Do not report option periods unless they are exercised by the Ordering Activity. Format: M/DD/YYYY

Period of Performance End Date – The actual date the services are scheduled to end. This is typically identified within the task order/delivery order. Do not report option periods unless they are exercised by the Ordering Activity. Format: M/DD/YYYY

Total Order Value – Total dollar amount awarded/obligated on the task order, not including options.

2. LINE ITEM DATA WORKSHEET

Date of Order – The date the order or modification is signed by the Contracting Officer. This is typically located as Item 31c on Standard Form 1449 – Solicitation/Contract/Order for Commercial Items or Block 16C on Standard Form 30 - Amendment of Solicitation/Modification of Contract. Format: M/DD/YYYY

Order Number – The order number “assigned” by the Ordering Agency that issued the order.

Modification Number - The modification number "assigned" by the Ordering Activity (e.g., P00001).



ATTACHMENT J-5 CS3 Monthly Business Volume (Sales) Re

CS3 Monthly Business Volume (Sales) Report

Line Item Description – Provide product or service description for each line item purchased. Please include Contract Line Item Number description shown on award document.

Quantity Sold – Self-explanatory.

Unit – Identify unit measure (e.g., each, lot, minute, day, month, quarter, annual, etc.)

Unit Price – Cost per unit.

Extended Price – Unit Price multiplied by Quantity Sold.

Frequency Band – The portion of the electromagnetic spectrum within a specified upper- and lower-

Bandwidth Capacity – The information carrying ability of the bandwidth purchased by the Ordering

Data Rate – The rate at which a channel carries data, measured in Kbps (e.g., 256). Sometimes described in terms of Committed Information Rate (CIR) and Burst Information Rate (BIR).

Regional Coverage – The geographic area serviced by satellite beam.

Satellite Name or Number – The satellite name/number providing the service.

Information System Category – The Information System Category defines the information systems as high-impact, moderate-impact, or low-impact for the security objectives of confidentiality, integrity, and availability.

Private or Shared Network – A private network is built and owned by an end user organization. A shared network is built and owned by multiple end user organizations.



ATTACHMENT J-5 CS3 Monthly Business Volume (Sales) Re

CS3 Monthly Business Volume (Sales) Report

HNA Required (Y/N) – The task order requires the contractor to establish relationships and/or negotiate agreements with host nations to obtain spectrum licenses to transmit voice, data, or video services in their international location.

Portability Service (Y/N) – The task order requires redeployment of satellite services. Portability may include moving from one transponder/satellite to another, one managed service area to another, transponded capacity redeployment between beams or transponders on a single satellite, redeployment from one frequency band to another, physical relocation of a satellite to a new orbital position, re-routing of teleport services from one teleport to another pre-defined teleport, re-routing of traffic from one terrestrial infrastructure to another pre-defined infrastructure, and movement of Network Operations Center (NOC) services from one NOC to another NOC.

Expedited Service (Y/N) – The task order requires satellite services 7 calendar days or less after

Commercial Teleport (Y/N) – A commercially available satellite ground station with multiple parabolic antennas that functions as a hub connecting a satellite network with a terrestrial telecommunications network.

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
0	Congress
0	Congressional Committees and Subcommittees
0	House of Representatives
0	Temporary Comm on Financial Oversight of Dist of Col.
0	Senate
0	Presidential Transition
0	Tribal Organizations
0	Inaugural Committee
0	Food and Agriculture Organization of the United Nations
0	Inter-American Defense Board
0	Inter-American Development Bank
0	Intergovernmental Committee for European Migration
0	International Atomic Energy Agency
0	International Bank for Reconstruction and Development
0	International Civil Aviation Organization
0	International Finance Corporation
0	International Monetary Fund
0	International Telecommunications Union
0	National Academy of Sciences
0	Organization of American States (Pan American Union)
0	Pan American Health Organization
0	Statue of Liberty/Ellis Island Foundation
0	South Pacific Commission
0	United Nations
0	United Nations Educational Scientific, and Cultural Organization
0	Universal Postal Union
0	World Health Organization
0	World Meteorological Organization
0	American Freedom from Hunger Society
0	Army and Air Force Exchange Service
0	Interagency Committee on Marine Research, Education, and Facilities
0	North Atlantic Treaty Organization
0	Army and Air Force Motion Picture Service
0	National Trust for Historical Preservation
0	Federal Reserve System
0	American National Red Cross
0	Caribbean Organization
0	Miscellaneous Government Non-Appropriated Fund Activities
0	United Nations-International Labor Office
0	National Alliance of Businessmen
0	National Building Museum
0	National Consumer Cooperative Bank
0	United Nations Information Service
0	Miscellaneous Non-Government Accounts
0	Organization for Economic Cooperation and Development
0	Navy Resale and Services (Non-Appropriated)
0	Washington Metropolitan Area Transit Commission
0	United Nations World Food Program
0	GSA Advantage IMPAC

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
1	Architect of the Capitol
1	Capitol Buildings
1	Capitol Grounds
1	Capitol Power Plant
1	House Office Buildings
1	Library of Congress Building
1	Senate Office Buildings
1	Supreme Court
1	GSA Advantage IMPAC
2	U. S. Capitol Police Office of Financial Management
3	Library of Congress
3	GSA Advantage IMPAC
4	Government Printing Office
4	census monitoring board,
4	census monitoring board,
4	GSA Advantage IMPAC
5	General Accountability Office
5	GSA Advantage IMPAC
9	Legislative, All Other
9	United States Botanic Garden
9	Office of Technology Assessment
9	National Commission on Children
9	Biomedical Ethics Board
9	Copyright Royalty Tribunal
9	Office of Compliance
9	Helping Enhance the Livelihood of People Around the Globe
9	Medicaid & CHIP Payment & Access Commission
9	Prevent Weapons Mass Destruction Proliferation & Terroism
9	National Commission on Terrorist Attacks Upon the United States
9	Financial Crisis Inquiry Commission
9	GSA Advantage IMPAC
10	Judiciary
10	Administrative Office of U.S. Courts
10	Public Defender Service
10	Courts of the District of Columbia
10	Bicentennial Commission of the Judicial Conference of the U.S.
10	District Courts of the United States
10	United States Bankruptcy Court
10	United States Sentencing Commission
10	Territorial Courts
10	United States Courts of Appeals
10	United States Claims Court
10	Bankruptcy Judge Courtrooms
10	United States Court of International Trade
10	Bankruptcy Clerk
10	United States Court of Appeals for the Federal Circuit
10	United States Supreme Court
10	Federal Judicial Center
10	Judicial Panel on Multi-District Legislation

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
10	Community Defenders
10	Court of Appeals Judges Chambers
10	Court of Appeals Courtrooms
10	Court of Appeals Clerk
10	Circuit Executive
10	Court of Appeals Central Legal Staff
10	Circuit Libraries
10	District Judge Chambers
10	District Judge Courtrooms
10	Magistrate Judge Chambers
10	Magistrate Judge Courtrooms
10	District Clerk
10	Probation
10	Pretrial Services
10	State Courts
10	Courts, Joint Use Federal and State
10	GSA Advantage IMPAC
11	Executive Office of the President
11	Office of Management and Budget
11	Council on Environmental Quality
11	CIA Office of Finance
11	President's Commission on Medical Ethics
11	Commission on CIA Activities Within U.S.
11	Inter-American Foundation
11	Council of Economic Advisers
11	U.S. Japan Economic Relations Group
11	Commission on World Hunger
11	Native Hawaiian Commission
11	National Security Council
11	Commission on Executive, Legislative and Judicial Salaries
11	Peace Corps
11	Property Review Board
11	Office of Policy Development
11	Office of the Vice President
11	The White House Office
11	African Development Foundation
11	Executive Office of the President - Reform 88
11	Task Force on Combatting Terrorism
11	Office of the United States Trade Representative
11	Points of Light Foundation
11	Office of Consumer Affairs
11	White House Conference for a Drug Free America
11	Office of Administration
11	Commission on Pension Policy
11	National Advisory Council on Economic Opportunity
11	National Space Council
11	Office of National AIDS Policy
11	White House Millennium Group
11	White House Athletic Center

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
11	White House Climate Control Task Force
11	Office of Science and Technology Policy
11	Council on Wage & Price Stability
11	Office of National Drug Control Policy
11	U.S. Trade and Development Agency
11	Commission on U.S. Intelligence Capabilities Regulating Weapons of Mass Destructions
11	GSA Advantage IMPAC
12	Department of Agriculture
12	Farm Service Agency
12	National Agricultural Statistics Service
12	Agricultural Marketing Service
12	Agricultural Research Service
12	Office of Small and Disadvantaged Business Utilization
12	Rural Development Administration
12	Office of the Chief Information Officer
12	Cooperative State Research, Education, and Extension Service
12	Office of Administrative Systems (Exp. Code)
12	Office of the Chief Information Officer - Washington Telecommunications Services and Operations
12	Rural Housing Service
12	Risk Management Agency
12	Foreign Agricultural Service
12	Office of Chief Information Officer - National Information Technology Center
12	Forest Service
12	Office of the General Counsel
12	Federal Grain Inspection, Packers, and Stockyards Administration
12	Office of Communications
12	Food and Consumer Services
12	Rural Utilities Services
12	Office of the Chief Information Officer National Telecommunications Services and Operations
12	Office of the Secretary
12	Animal and Plant Health Inspection Service (DHS Code 7053)
12	Natural Resources Conservation Service
12	grain insp packrs/stkyd
12	Food Safety and Inspection Service
12	office of the cio nitc -
12	office of administrative
12	Civil Rights Enforcement and Adjudication
12	Office of Budget and Program Analysis
12	human resources manageme
12	office of operations
12	External Services
12	Office of the Chief Financial Officer
12	Economic Research Service
12	AMS Contractors
12	Organization of Professional Employees
12	USDA Graduate School

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
12	International Cotton Advisory Commission
12	Office of the Inspector General
12	National Appeals Division
12	Office of Chief Economist
12	board of contract appeal
12	USDA Vacant Space
12	office of procurement an
12	Office of Civil Rights
12	USDA, National Capital Region
12	Departmental Administration
12	State Conservation Service
12	State Forestry Commission
12	State Extension Service
12	Farm Service Agency - County
12	Milk Marketing Association
12	GSA Advantage IMPAC
13	Department of Commerce
13	Office of the Secretary
13	Minority Business Development Agency
13	Commerce, Office of Computer Services
13	Bureau of the Census
13	National Telecommunications Information Administration
13	Nat'l Inst. Standards & Technology, Gaithersburg, MD
13	U.S. Travel and Tourism Administration
13	National Technical Information Services
13	Nat'l Inst. Standards & Technology, Boulder, CO
13	Patent and Trademark Office
13	International Trade Administration
13	Office of Inspector General
13	National Oceanic Atmospheric Administration
13	Economic Affairs
13	Bureau of Industry and Security
13	Technology Administration
13	Post Regional Task Force (Exp. Code)
13	Bureau of Economic Analysis (Exp. Code)
13	Economic Development Administration
13	Office of the Secretary (Exp. Code - Use Code 1301)
13	United States Travel Service (Exp. Code)
13	Economic Development Administration (Exp. Code - Use Code 1320)
13	Office of Minority Business Enterprise (Exp. Code - Use Code 1302)
13	Upper Great Lakes Regional Commission (Exp. Code)
13	New England Regional Commission (Exp. Code)
13	Pacific-Northwest Regional Commission (Exp. Code)
13	OP/ADP Management (Exp. Code)
13	Four Corner Regional Commission (Exp. Code)
13	Coastal Plains Regional Commission (Exp. Code)
13	Ozark Regional Commission (Exp. Code)
13	Old West Regional Commission (Exp. Code)
13	Southwest Border Region Commission (Exp. Code)

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
13	Government Contractors (Exp. Code - Use Code 1399)
13	GSA Advantage IMPAC
14	Department of the Interior
14	Office of Surface Mining and Regulation Enforcement
14	Geological Survey
14	Office of Hearing and Appeals
14	Bureau of Indian Affairs
14	Bureau of Minerals Management Service
14	Bureau of Land Management
14	Office of the Special Trustee for American Indians
14	Bureau of Mines
14	National Park Service
14	Department of Interior, Appraisal Services, Billings, MT
14	Office of Aircraft Services
14	Bureau of Reclamation
14	National Business Center
14	Office of the Secretary
14	Office of Water Resources Research (Exp. Code - Use Code 1411)
14	Office of the Solicitor
14	Department of Interior-Offc. Historical Trust Accounting
14	Department of Interior-Enterprise Serv Cntr
14	Office of InsularAffairs
14	Fish and Wildlife Service
14	Office of Inspector General
14	Construction Management
14	National Indian Gaming Commission
14	National Biological Survey
14	Department of Interior-Bureau of Indian Affairs Education
14	GSA Advantage IMPAC
15	Department of Justice
15	United States Trustees
15	Justice Management Division
15	Antitrust Division
15	Office of Professional Responsibility
15	Office of the Attorney General
15	Office of Associate Attorney General
15	Civil Division
15	INTERPOL - United States National Central Bureau
15	Civil Rights Division
15	Office of Legislative Affairs
15	Criminal Division
15	Office of the Deputy Attorney General
15	Federal Bureau of Investigation
15	Federal Prison Industries, Inc.
15	Immigration and Naturalization Service
15	National Institute of Corrections
15	Environment and Natural Resources Division
15	Office of Legal Counsel
15	Bureau of Prisons

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
15	Office of the Solicitor General
15	Tax Division
15	Office of Public Affairs
15	Telecommunications Services and Computer Services Staffs
15	Pardon Attorney
15	United States Marshals Service
15	Executive Office for Immigration Review
15	Office of Policy Development
15	Office of Justice Programs
15	Community Relations Service
15	Information Systems Staff
15	United States Parole Commission
15	Drug Enforcement Administration
15	Office of Intelligence Policy and Review
15	Office of the Special Prosecutor
15	Office of U.S. Attorneys
15	Foreign Claims Settlement Commission
15	Office of Special Counsel Related to Unfair Employment Practices
15	Office of Intergovernmental Affairs
15	Office of Inspector General
15	Civil Liberties Public Ed. Fund Board of Dir.
15	Consolidated Communications Network
15	National Drug Intelligence Center
15	Court Services & Offender Supervision Agency (CSOSA)
15	Office on Violence Against Women
15	National Prison Rape Elimination Commission (NPREC)
15	Government Contractors (Exp. Code - Use Code 1599)
15	Bureau of Alcohol, Tobacco, Firearms, and Explosives
15	GSA Advantage IMPAC
16	Department of Labor
16	Assistant Secretary for Administration and Management
16	Mine Safety and Health Administration
16	Office of Inspector General
16	Employee Benefits Security Administration
16	Pension Benefit Guaranty Corporation
16	Bureau of Labor Mgt Relation and Cooperative Programs
16	Office of Labor Management Standards
16	Bureau of International Labor Affairs
16	Office of the Chief Financial Officer
16	Labor-Management Services Administration (Exp. Code)
16	Office of Adjudicatory Services
16	Office of Public Affairs National Call Center
16	Occupational Safety and Health Administration
16	Bureau of Labor Statistics
16	Employment and Training Administration
16	Office of the Secretary of Labor
16	Employment Standards Administration
16	Office of the Solicitor
16	Veterans Employment and Training Service

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
16	Office of Public Affairs
16	Office of Congressional & Intergovernmental Affairs
16	Office of the Assistant Secretary for Policy
16	Women's Bureau
16	Benefits Review Board
16	Employees Compensation Appeals Board
16	Administrative Review Board
16	Office of Financial and Management Service
16	Administrative Law Judges
16	Office of Workmans' Compensation Programs
16	Wage and Hour Division
16	Office of Federal Contract Compliance Programs
16	Bureau of Apprenticeship and Training
16	Office of Job Corps
16	Mine Safety and Health Administration, Office of the Assistant Secretary
16	Mine Safety and Health Administration, Administration and Management
16	Mine Safety and Health Administration, Office of Assessments
16	Mine Safety and Health Administration, Coal Mine Safety and Health
16	Mine Safety and Health Administration, Metal and NonMetal Mine Safety and Health
16	Mine Safety and Health Administration, Educational Policy and Development
16	Mine Safety and Health Administration, Office of Standards, Regulations, and Variances
16	Mine Safety and Health Administration, Technical Support
16	Office of Small Business Programs
16	DOL Enterprise Services Office
16	DOL Working Capital Funds Components
16	DOL OASAM Consolidated Services
16	Anti-Poverty Programs (FSS use only)
16	Government Contractors (Exp. Code - Use Code 1699)
16	National Skills Standards Board
16	National Occupational Information Coordinating Committee
16	President's Committee on Employment of People with Disabilities
16	National Task Force on Employment of Adults with Disabilities
16	Department of Labor/Job Corps Program
16	Employment and Training Administration, Job Corps Centers
16	GSA Advantage IMPAC
17	Department of the Navy
17	Secretary of the Navy
17	Chief of Naval Research
17	Commander in Chief Pacific Fleet
17	Comptroller of the Navy
17	Commander in Chief Atlantic Fleet
17	Chief of Naval Operations
17	Naval Sea Systems Command
17	Chief of Naval Education and Training
17	Commander, Naval Air Atlantic Fleet
17	Chief of Naval Personnel
17	Commander, Naval Facilities Engineering Command
17	Bureau of Medicine and Surgery

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
17	Commander, Naval Air Pacific Fleet
17	Naval Materiel Command
17	Space and Naval Warfare Systems Command
17	Oceanographer of the Navy
17	Commander, Naval Supply Systems Command
17	Naval Telecommunications Command
17	Commander, Naval Air Systems Command
17	Naval Security Group Activity
17	Naval Recruiting Area One
17	Naval Intelligence Command Headquarters
17	Commanding General, 4th Marine Division
17	Commander, Naval Weather Service Command
17	Naval Reserve Recruiting Command Area Pacific
17	Commander Military Sealift Command, Wash HQ
17	Dept of Navy/Marine Corps Mobilization Command
17	Chief of Naval Reserve
17	Navy Resale Systems Office
17	Commandant of the Marine Corps
17	Naval Recruiting Area Three
17	Naval Recruiting Area Four
17	Chief of Naval Air Training
17	Naval Recruiting Area Five
17	Naval Recruiting Area Seven
17	Commander, Naval Recruiting Command
17	U.S. Marine Corps, Air Bases - Eastern Area
17	U.S. Marine Corps, Air Bases - Western Area
17	U.S. Marine Corps, Air Reserve Training Command
17	U.S. Marine Corps, 6th Marine Corps District
17	U.S. Marine Corps, 1st Marine Corps District
17	U.S. Marine Corps, 9th Marine Corps District
17	U.S. Marine Corps, 8th Marine Corps District
17	U.S. Marine Corps, 4th Marine Corps District
17	U.S. Marine Corps, 12th Marine Corps District
17	Chief of Naval Technical Training
17	Chief of Information
17	Naval Recruiting Area Eight
17	Government Contractors (Exp. Code - Use Code 1799)
17	U.S. Marine Corps, Quantico Dependent School System
17	Commander Naval Installations
17	Commander Military Sealift Command, Pacific
17	Commander Military Sealift Command, Atlantic
17	Commander Military Sealift Command, Europe
17	Commander Military Sealift Command, Central
17	Commander Military Sealift Command, Far East
17	Dept of Navy/Technology Services Organization Kansas City
17	Dept of Navy/Marine Corps Enterprise Information Services
17	Naval Medical Information System Support Activity
17	U.S. Marine Corps, Chief Information Officer
17	GSA Advantage IMPAC

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
18	United States Postal Service
18	Chief Postal Inspector
18	Facilities
18	Office of the Inspector General
18	Finance and Administration
18	Operations
18	Personnel
18	Postal Supply Depots
18	Office of Postmaster General
18	Postmasters
18	Regional Comptroller
18	Bureau of Planning and Marketing
18	Transportation and International Service
18	District Managers
18	Commission on Postal Service
18	Postal Rate Commission
18	Government Contractors (Exp. Code - Use Code 1899)
18	GSA Advantage IMPAC
19	Department of State
19	Bureau of Administration
19	Office of the Under Secretary for Management
19	African Affairs
19	Politico - Military Affairs
19	Economic Affairs and Business Affairs
19	Cuban Haitian Task Force
19	European Affairs
19	Bureau of International Narcotics Matters
19	East Asian and Pacific Affairs
19	Multinational Force and Observers
19	Intelligence and Research
19	Bureau of Refugee Programs
19	Inter-American Affairs
19	International Boundary and Water Commission, U.S. and Mexico
19	International Boundary Commission, U.S. and Canada
19	International Joint Commission, U.S. and Canada
19	International Organization Affairs
19	Ocean and International Environmental Scientific Affairs
19	Near Eastern and South Asian Affairs
19	Human Rights and Humanitarian Affairs
19	Public Affairs
19	Office of the Secretary
19	Information Systems Office
19	Consular Affairs
19	Office of Foreign Missions
19	United States Mission to the United Nations
19	Office of Communications
19	Deputy Assistant Secretary for Budget and Finance
19	Office of Foreign Buildings
19	Foreign Service Institute

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
19	Inspector General
19	Legal Adviser
19	Office of Management
19	Deputy Assistant Secretary for Operations
19	Bureau of Personnel
19	Deputy Assistant Secretary for Security
19	No Bureau Identification
19	Diplomatic Telecommunications Service - Program Office
19	GSA Advantage IMPAC
20	Department of the Treasury
20	Financial Management Service
20	Office of the Comptroller of the Currency
20	U.S. Customs Service (DHS Code 7051)
20	Nat'l Law Enforcement Communications Center, Orlando (DHS Code 7052)
20	Assistant Secretary for International Affairs
20	Bureau of Engraving and Printing
20	Internal Revenue Service National Office
20	United States Mint - Denver
20	United States Mint - Washington, DC
20	United States Mint - San Francisco
20	Alcohol, Tobacco, Firearms, & Explosives
20	Bureau of Public Debt
20	Bureau of Public Debt
20	Office of the Secretary
20	Treasury Communications System
20	Financial Crimes Enforcement Network (FinCEN)
20	United States Savings Bond Division
20	United States Secret Service (DHS Code 2027)
20	Consolidated Federal Law Enforcement Training Center
20	Office of the Inspector General
20	Office of Thrift Supervision
20	Internal Revenue Service - Southeast Region
20	Internal Revenue Service - Western Region
20	Internal Revenue Service - Midstates Region
20	Internal Revenue Service - Northeast Region
20	Office of the Inspector General for Tax Administration (TIGTA)
20	Treasury Department Wireless Activities
20	Alcohol & Tobacco Tax & Trade Bureau
20	Community Development Financial Institutions Fund
20	DHS, Office of the Inspector General
20	GSA Advantage IMPAC
21	Department of the Army
21	Communications Command
21	U.S. Army, Washington, DC
21	U.S. Army Information Systems Command
21	Army Reserve
21	U.S. Army Intelligence Agency
21	Surgeon General
21	U.S. Army Recreation Machine Program

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
21	Corps of Engineers
21	Defense Telecommunication System - Washington (FTS Only)
21	Adjutant General
21	Army Intelligence and Security Command
21	Army Recruiting Command - SMB - Active
21	Criminal Investigation Command
21	Army Recruiting Command - SMB - Reserve
21	U. S. Army Medical Command
21	Army Recruiting Command - SMB - Advertising
21	Nat'l Guard Bur, AIS
21	Army Nat'l Guard, State Offices
21	The Judge Advocate General
21	Military Police Corps
21	US Army Accession Command
21	Civilian Appellate Review Agency
21	U. S. Army Installation Management Agency
21	Military Review Boards
21	Army Recruiting Command, Employee Parking Areas (PBS)
21	Army Distributed Learning System, Newport News, VA
21	Miscellaneous Department of the Army Activities
21	Community & Family Support Cntr NAF Contract Directorate
21	HQ, US Army Recruiting Command, Fort Knox, KY
21	Audit Agency
21	Military Traffic Management Command
21	Ballistic Missile Defense Communications Activity
21	Training and Doctrine Command
21	U.S. Army, Army Materiel Command
21	US Army Personnel Center
21	Army Forces Command
21	Army Recruiting Command
21	Military Enlistment Processing Command
21	Alaska Command
21	Army Communications Electronics Command
21	US Army Test & Evaluation Command
21	Army Project Manager, Logistics Information Systems
21	Department of Army, Army North
21	US Army Security Assistance Command
21	United States Property & Fiscal Office for Colorado
21	Amy, Project Manager/Global Combat Support System
21	Dept. of Army/National Guard
21	Community Based Health Care Organization CBHCO
21	State/Local DOD/DOJ Law Enforcement Support Program
21	GSA Advantage IMPAC
22	Resolution Trust Corporation
23	United States Tax Court
23	GSA Advantage IMPAC
24	Office of Personnel Management
24	Office of Budget and Management
24	Bureau of Inspections (Exp. Code)

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
24	Bureau of Management Services (Exp. Code)
24	Bureau of Manpower Information Systems (Exp. Code)
24	Bureau of Policies and Standards (Exp. Code)
24	Bureau of Personnel Investigations (Exp. Code)
24	Bureau of Recruiting and Examining (Exp. Code)
24	Bureau of Retirement, Insurance, & Occupational Health (Exp. Code)
24	President's Commission on White House Fellows
24	President's Committee on Personnel Interchange
24	GSA Advantage IMPAC
25	National Credit Union Administration
25	GSA Advantage IMPAC
26	Federal Retirement Thrift Investment Board
26	GSA Advantage IMPAC
27	Federal Communications Commission
27	GSA Advantage IMPAC
28	Social Security Administration
28	Social Security Administration
28	SSA Office of the Inspector General (FTS Only)
28	GSA Advantage IMPAC
29	Federal Trade Commission
29	Call Center for Consumer Protection
29	GSA Advantage IMPAC
31	Nuclear Regulatory Commission
31	GSA Advantage IMPAC
32	Synthetic Fuels Corporation
32	commerce,ofc of computer
32	GSA Advantage IMPAC
33	Smithsonian Institution
33	Archives of American Art
33	Smithsonian Astrophysical Observatory
33	Board of Trustees
33	Smithsonian Tropical Research Institute
33	Freer Gallery of Art
33	International Exchange Service
33	John F. Kennedy Center for the Performing Arts
33	National Museum of History and Technology
33	National Museum of Natural History
33	National Air and Space Museum
33	National Collection of Fine Arts
33	National Portrait Gallery
33	National Gallery of Art
33	Marine Science Center
33	National Zoological Park
33	Radiation Biology Laboratory
33	United States National Museum
33	Joseph H. Hirshhorn Museum and Sculpture Garden
33	Office of Public Affairs
33	Division on Performing Arts
33	Smithsonian Museum Shops

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
33	Office of Contracting
33	Woodrow Wilson International Center for Scholars
33	GSA Advantage IMPAC
34	International Trade Commission
34	GSA Advantage IMPAC
36	Department of Veterans Affairs
36	Inspector General
36	Procurement and Supply
36	Office of Facilities
36	Office of Information Systems and Telecommunications
36	Department of Medicine and Surgery
36	Department of Memorial Affairs
36	Veterans Benefits Administration
36	Office of Controller
36	Administrative Service
36	Training Academy
36	Eastern Area Service and Assistance Center
36	National EES Program
36	Department of Veteran's Affairs/National Cemetery Administration
36	GSA Advantage IMPAC
36	Subcontractors/Private Sector with Federal Agencies
41	Merit Systems Protection Board
41	Office of Administration
41	GSA Advantage IMPAC
45	Equal Employment Opportunity Commission
45	GSA Advantage IMPAC
46	Regional Commissions
46	Delaware River Basin Commission
46	Appalachian Regional Commission
46	Washington Metropolitan Area Transit Authority
46	Martin Luther King Jr. Federal Holiday Commission
46	GSA Advantage IMPAC
47	General Services Administration
47	Office of Administrator
47	Office of Acquisition Policy
47	Office of the Chief Financial Officer
47	Office of Inspector General
47	Office of Ethics and Civil Rights
47	Office of Governmentwide Policy
47	Federal Supply Service, OE
47	Office of Citizen Services and Communications
47	Federal Supply Service, All Other
47	Office of the Chief Financial Officer, Indian Tribal Claims {PBS space (Rent) only}
47	Office of General Counsel
47	Board of Contract Appeals
47	Public Buildings Service, All Other
47	Public Buildings Service - FBF
47	Community Services Administration Closeout
47	Pennsylvania Avenue Activities

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
47	Federal Property Resources Service
47	Federal Technology Service - Central Office Facilities {PBS space (Rent) only}
47	Presidential Transition
47	Special Projects (Presidential)
47	FTS, IT Solutions Facilities
47	FTS, Network Services Facilities
47	Central Office Combined Use Facilities {PBS space (Rent) only}
47	Allowance to Former Presidents
47	Office of Enterprise Development (E)
47	Transition - Outgoing President
47	Transition - Outgoing Vice President
47	Office of Management Services and Human Resources
47	Office of the Chief Information Officer
47	Regional Administrator's Office
47	Office of Citizen Services and Communications, Federal Citizen Information Center
47	Office of Administration Financial Management {PBS space (Rent) only}
47	GMA, Working Capital Fund {PBS space (Rent) only}
47	Regional Office of General Counsel (PBS Space Rental Only)
47	Regional Offices of Operations
47	Federal Acquisition Service (INACTIVE)
47	Federal Acquisition Service
47	Office of Performance Improvement (R)
47	Regional Public Buildings Service (PBS Space Rental Only)
47	Public Buildings Service, Delegated Buildings Only {PBS space (Rent) only}
47	FTS, IT Solutions, ISTS Facilities
47	FTS, IT Solutions, FAST Facilities
47	FTS, IT Solutions, Regional ADP Facilities
47	Federal Technology Service, Federal Information Center {PBS space (Rent) only}
47	GSA Regional General Management and Administration - Personnel
47	Federal Supply Service, Customer Supply Centers {PBS space (Rent) only}
47	Regional FPRS Warehousing Operations
47	Federal Supply Service, Laboratory {PBS space (Rent) only}
47	Federal Supply Service, Supply Distribution Warehousing Operations {PBS space (Rent) only}
47	Federal Supply Service, Personal Property Centers/State Agencies for Surplus Property
47	Federal Supply Service, Self-Service Stores {PBS space (Rent) only}
47	Federal Supply Service, Material Returns Program {PBS space (Rent) only}
47	Regional PBS, Maintenance and Custodial Operations
47	Public Buildings Service, District Offices {PBS space (Rent) only}
47	Public Buildings Service, Field Offices {PBS space (Rent) only}
47	National Commission on Fiscal Responsibility and Reform
47	FAS, Fleet Management Facilities
47	Federal Supply Service, Transportation {PBS space (Rent) only}
47	FAS, Telecommunication Facilities
47	Agency Liaison Division - RII only {PBS space (Rent) only}
47	Federal Supply Service, Utilization Offices {PBS space (Rent) only}
47	Regional Common Use Facilities {PBS space (Rent) only}
47	FTS, Information Security Management Facilities

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AgencyCode	Title
47	FTS, Federal Systems Integration and Management Center (FEDSIM)
47	FTS IT Solutions Financial Svc Cntr, Phila, PA
47	FTS Network Services Financial Svc Cntr, Atlanta, GA
47	GSA FTS Professional Services Fund (Fund 295X)
47	Office of the Chief Acquisition Officer
47	Office of Acquisition Systems
47	Outleased {PBS space (Rent) only}
47	Joint Use Space {PBS space (Rent) only}
47	Vacant Unassigned Space {PBS space (Rent) only}
47	District of Columbia Financial Responsibility and Management Assistance Authority
47	District of Columbia Public Defender's Office
47	Women's Progress Commemoration Commission
47	GSA Advantage IMPAC
48	Miscellaneous Commissions
48	National Commission to Prevent Infant Mortality
48	Commission for the Study of International Migration and Cooperative Economic Development
48	International Cultural and Trade Center Commission
48	National Economic Commission
48	National Bankruptcy Review Commission
48	National Commission on Restructuring the IRS
48	National Commission on Restructuring the IRS
48	National Alcohol Fuels Commission
48	Commission on Railroad Retirement Reform
48	Commission on Agricultural Workers
48	Nuclear Waste Technical Review Board
48	Presidential Commission on Catastrophic Nuclear Accidents
48	Office of Nuclear Waste Negotiator
48	Interagency/Council for the Homeless
48	National Commission on Severely Distressed Public Housing
48	National Commission on American Indian, Alaska Native, and Native Hawaiian Housing
48	National Commission on Judicial Discipline and Removal
48	Joint Federal-State Commission on Policies and Programs Affecting Alaska Natives
48	United States Commission on Improving the Effectiveness of the United Nations
48	National Commission on Manufactured Housing
48	Thomas Jefferson Commemoration Commission
48	John F. Kennedy Assassination Records Review Board
48	Commission Rail Road Retirement
48	Medicare Payment Advisory Commission
48	National Commission on Student Financial Assistance
48	Commission on the Ukraine Famine
48	State Justice Institute
48	Commission on Education of the Deaf
48	Aviation Safety Commission
48	National Commission on Financial Institution Reform, Recovery and Enforcement
48	National Gambling Impact Study Commission
48	National Commission on Cost of Higher Education
48	National Commission on Advancement of Federal Law Enforcement

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
48	Medicare Payment Advisory Commission
48	President's Advisory Commission on Holocaust Assets in the United States
48	Commission on Ocean Policy
48	Commission on On-Line Child Protection
48	Commission on Affordable Housing and Health Care Facility Needs in the 21st Century
48	Dwight D. Eisenhower Memorial Commission
48	U.S. China Security Review Commission
48	Commission for International Religious Freedom
48	Trade Deficit Review Commission
48	GSA Advantage IMPAC
48	Millennial Housing Commission
49	National Science Foundation
49	National Radio Astronomy Observatory
49	National Center for Atmospheric Research
49	United States Arctic Research Commission
49	GSA Advantage IMPAC
50	Securities and Exchange Commission
50	GSA Advantage IMPAC
51	Federal Deposit Insurance Corporation
51	GSA Advantage IMPAC
52	Permitting and Enforcement Federal Inspector for the Alaska Gas Pipeline
52	GSA Advantage IMPAC
54	Federal Labor Relations Authority
54	GSA Advantage IMPAC
55	Advisory Commission on Inter-governmental Relations
55	GSA Advantage IMPAC
56	Central Intelligence Agency
56	GSA Advantage IMPAC
57	Department of the Air Force
57	Headquarters, Air Staff (Not for Fleet Lease)
57	Air Force District of Washington (Not for Fleet Lease)
57	Air Force Space Command (Not for Fleet Lease)
57	Accounting and Finance Center (Historical, Not for Fleet Lease)
57	Air Force Communications Command (Historical, Not for Fleet Lease)
57	Air Force Reserve Service (Not for Fleet Lease)
57	Electronic Security Command (Not for Fleet Lease)
57	Air Training Command, Recruiting Service (Historical, Not for Fleet Lease)
57	Air University (Historical, Not for Fleet Lease)
57	Air Force Logistics Command (Historical, Not for Fleet Lease)
57	Military Airlift Command (Historical, Not for Fleet Lease)
57	Strategic Air Command (Historical, Not for Fleet Lease)
57	Air Force Systems Command (Historical, Not for Fleet Lease)
57	Air Combat Command (Not for Fleet Lease)
57	Manpower Personnel Center (Not for Fleet Lease)
57	Appellate Review (Not for Fleet Lease)
57	Regional Civil Engineer (Not for Fleet Lease)
57	Air Force Publication Distribution Center (Not for Fleet Lease)
57	Office of Special Investigations (Not for Fleet Lease)

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
57	Alaskan Air Command (Historical, Not for Fleet Lease)
57	Pacific Air Forces (Not for Fleet Lease)
57	U.S. Air Force Academy (Not for Fleet Lease)
57	U.S. Air Force Europe (Not for Fleet Lease)
57	Standard Systems Center (Not for Fleet Lease)
57	Air National Guard (Not for Fleet Lease)
57	Air Force Reserve Officers Training Corps (ROTC) Program (Not for Fleet Lease)
57	Air Force Civil Air Patrol (Not for Fleet Lease)
57	Air Force, Recruiting Squadron, Recruit Suppt Section Finance
57	Air Combat Command (Incl. CENTCOM) (For Fleet Lease)
57	Air Mobility Comd., Incl. Def. Courier Srv., (Fleet Lse)
57	Air Educ. & Training Cmd., Excl. Recruit Srv. (Flt Lse)
57	AF Recruiting Service - AETC (For Fleet Lease)
57	Air Force Reserve Command (For Fleet Lease)
57	Air Force Material Command (For Fleet Lease)
57	Air National Guard Bureau (For Fleet Lease)
57	U.S. Air Force Academy, Dir. Reporting Unit (Flt Lse)
57	Air Force Space Command (For Fleet Lease)
57	Bolling AFB, Direct Reporting Unit (For Fleet Lease)
57	Air Force Off. Of Spec. Investigations (Fleet Lease)
57	Pacific Air Forces (For Fleet Lease)
57	U.S. Air Forces Europe (For Fleet Lease)
57	Joint Communications Support Element (For Fleet Lease)
57	Air Force Special Operations Command (For Fleet Lease)
57	GSA Advantage IMPAC
59	National Foundation on the Arts and the Humanities
59	National Endowment for Humanities (PBS and FTS Long Dist.)
59	National Endowment for the Arts
59	National Endowment for the Humanities (FTS Local Service)
59	Institute of Museum Services
59	national endowment for t
59	GSA Advantage IMPAC
60	Railroad Retirement Board
60	Washington Liaison Office
60	District Office
60	GSA Advantage IMPAC
61	Consumer Product Safety Commission
61	GSA Advantage IMPAC
62	U.S. Office of Special Counsel
62	GSA Advantage IMPAC
63	National Labor Relations Board
63	GSA Advantage IMPAC
64	Tennessee Valley Authority
64	GSA Advantage IMPAC
65	Federal Maritime Commission
65	GSA Advantage IMPAC
68	Environmental Protection Agency
68	Office of Water Programs
68	Office of Pesticides Programs

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
68	Office of Air Programs
68	Regional Offices
68	Solid Waste Programs
68	Radiation Programs
68	Office of the Administrator
68	GSA Advantage IMPAC
69	Department of Transportation
69	Office of the Secretary
69	Office of Inspector General
69	Federal Aviation Administration
69	Working Capital Fund
69	Federal Highway Administration
69	AMTRAK
69	Federal Railroad Administration
69	Maritime Administration
69	St. Lawrence Seaway Development Corporation
69	National Highway Traffic Safety Administration
69	Alaska Railroad
69	Surface Transportation Board
69	Federal Transit Administration
69	Research and Innovative Technology Administration
69	Federal Motor Carrier Safety Administration
69	Transportation Administrative Service Center
69	Transportation Systems Center
69	Pipeline Hazardous Materials and Safety Administration
69	State Highway Departments
69	GSA Advantage IMPAC
70	Department of Homeland Security
70	United States Secret Service
70	United States Coast Guard
70	Departmental Operations (Immediate Office of the Secretary)
70	Bureau of Citizenship and Immigration Services
70	Office of the Inspector General
70	DHS/Intelligence & Analysis
70	Office of the Under Secretary for Management
70	Federal Air Marshal Service
70	National Protection Program Directorate
70	Critical Infrastructure Assurance Office (Commerce - NOAA)
70	National Infrastructure Simulation and Analysis Center (DOE)
70	Energy Security and Assurance Program (DOE)
70	National Communications System (DFAS)
70	National Infrastructure Protection Center (FBI)
70	Federal Computer Incident Response Center (GSA)
70	Office of the Under Secretary for Science and Technology
70	Environmental Measurements Laboratory (DOE)
70	National Bio-Weapons Defense Analysis Center
70	DHS/Domestic Nuclear Detection Office
70	Federal Emergency Management Agency (FEMA) Headquarters
70	Disaster Finance Center, Berryville, VA

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
70	Working Capital Fund
70	National Emergency Training Center, Emmitsburg, MD
70	Federal Insurance Administration
70	National Disaster Medical System, Metropolitan Medical Response System
70	Strategic National Stockpile (HHS)
70	Fire Satellite System (FIRESAT - NOAA)
70	Office of the Under Secretary, Emergency Preparedness and Response
70	U.S. VISIT Program Office
70	DHS, Customs and Border Protection
70	DHS, National Law Enforcement Communications Center, Orlando, FL
70	Animal and Plant Health Inspection Service (APHIS)
70	Transportation Security Administration
70	Immigration and Customs Enforcement
70	Federal Protective Service (GSA)
70	Federal Law Enforcement Training Center, Glynco, GA
70	Office of Domestic Preparedness (DOJ)
70	DHS/Operations Coordination
70	FEMA/Disaster Emergency Stafford ACT
71	Overseas Private Investment Corporation
71	GSA Advantage IMPAC
72	Agency for International Development
72	Office of Inspector General
72	GSA Advantage IMPAC
73	Small Business Administration
73	GSA Advantage IMPAC
74	American Battle Monuments Commission
74	GSA Advantage IMPAC
75	Department of Health and Human Services
75	Office of the Secretary
75	Health Resources and Services Administration
75	Social Security Administration (Exp. Code)
75	Center for Medicare and Medicaid Services
75	Food and Drug Administration
75	Health Resources Administration (Expired Code)
75	National Institute of Health
75	Center for Disease Control
75	Indian Health Service
75	Program Support Center
75	Substance Abuse and Mental Health Services Admin.
75	President's Council on Bio-Ethics
75	White House Conference on Aging (Exp. Code)
75	Administration for Children and Families
75	Agency for Health and Research Quality
75	Administration on Aging
75	Departmental Management (IG)
75	State Agency for Surplus Property
75	American Printing House for the Blind
75	Gallaudet College
75	Howard University (Including Hospital)

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
75	Pediatric Vaccination Program (Exp. Code)
75	GSA Advantage IMPAC
76	Commemorative Commissions
76	Franklin Delano Roosevelt Memorial Commission
76	Christopher Columbus Quincentenary Jubilee Commission
76	Bicentennial Constitution Commission
76	James Madison Memorial Commission
76	Lewis and Clark Trial Commission
76	Dwight David Eisenhower Centennial Commission
76	US Territorial Expansion Memorial Commission
76	Woodrow Wilson Memorial Commission
76	Martin Luther King, Jr., Federal Holiday Commission
76	Christopher Columbus Fellowship Foundation
76	GSA Advantage IMPAC
78	Farm Credit Administration
78	Banks for Cooperatives
78	Federal Credit Banks
78	Federal Land Banks
78	Farm Credit Administration
78	GSA Advantage IMPAC
79	Foreign Claims Settlement Comm. Of the U.S. (Exp. Code)
80	National Aeronautics and Space Administration
80	Headquarters
80	Ames Research Center
80	Dryden Flight Research Center
80	Goddard Space Flight Center
80	Jet Propulsion Laboratory
80	Johnson Space Center
80	Kennedy Space Center
80	Langley Research Center
80	Lewis Research Center
80	Marshall Space Flight Center
80	Michoud Assembly Facility
80	John C. Stennis Space Center
80	Pasadena Office
80	Wallops Flight Center
80	Western Launch Operations
80	White Sands Test Facility
80	Gladstone Tracking Station
80	Canoga Park Industrial Plant {PBS space (Rent) only}
80	Downey Industrial Plant {PBS space (Rent) only}
80	Edwards Test Station {PBS space (Rent) only}
80	Plum Brook Station {PBS space (Rent) only}
80	Santa Susana Industrial Plant {PBS space (Rent) only}
80	Slidell Computer Complex {PBS space (Rent) only}
80	Slidell Computer Complex (Exp. Code)
80	NASA Mission Communications Services (FTS Only)
80	NASA Mission Support Communications Services (FTS Only)
80	NASA Reimbursable Communications Services (FTS Only)

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
80	NASA International Communications Services (FTS Only)
80	NASA Integrated Service Network (FTS Only)
80	NASA/CLIN Group 1 Switch Voice
80	NASA/CLIN Group 2 Out of Band Access
80	NASA/CLIN Group 3 Tail Circuits
80	NASA/Service Group 1 Mission Services
80	NASA/Service Group 2 Conferencing
80	NASA/Mission Support Core Backbone Circuits
80	NASA/Mission Support Regional Circuits
80	GSA Advantage IMPAC
82	Federal Home Loan Bank Board
83	Export-Import Bank of the United States
83	GSA Advantage IMPAC
84	Armed Forces Retirement Home
84	United States Soldiers' and Airmen's Home
84	United States Naval Home
84	GSA Advantage IMPAC
85 (INACTIVE)	Water Resources Council
85 (INACTIVE)	Great Lakes Basin Commission
85 (INACTIVE)	Pacific Northwest Basin Commission
85 (INACTIVE)	Ohio River Basin Commission
85 (INACTIVE)	New England Basin Commission
85 (INACTIVE)	Water Resources Council Headquarters
85 (INACTIVE)	Missouri River Basin Commission
85 (INACTIVE)	Upper Mississippi River Basin Commission
85 (INACTIVE)	GSA Advantage IMPAC
86	Department of Housing and Urban Development
86	Office of the Secretary
86	Office of General Counsel
86	Assistant Secretary for Metropolitan Planning and Development
86	Assistant Secretary for PD&R
86	Assistant Secretary for Housing Production and Mortgage Credit and Federal Housing Commissioner
86	Assistant Secretary for EO
86	Government National Mortgage Association
86	Office of Personnel-Union Conference Calls
86	Assistant Secretary for Housing Management
86	Field Offices
86	Assistant Secretary for Administration
86	National Commission on Neighborhoods

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
86	GSA Advantage IMPAC
88	National Archives and Records Administration {PBS space (Rent) and FTS2000 only}
88	Central Office and Presidential Libraries
88	National Archives and Records Administration - Regional {PBS space (Rent) and FTS2000 only}
88	National Archives and Records Administration - Records Depositing Operations (PBS rent and FTS2000)
88	GSA Advantage IMPAC
89	Department of Energy
89	Richland Operations Office {PBS space (Rent) only}
89	Federal Energy Regulatory Commission
89	Strategic Petroleum Reserve Project Management Office {PBS space (Rent) only}
89	Nevada Operations Office {PBS space (Rent) only}
89	NNSA Service Center
89	Oakland Operations
89	Schenectady Naval Reactors Office {PBS space (Rent) only}
89	Idaho Operations Office {PBS space (Rent) only}
89	Chicago Operations Office {PBS space (Rent) only}
89	Savannah River Operations Office {PBS space (Rent) only}
89	Pittsburgh Naval Reactors Office {PBS space (Rent) only}
89	Western Area Power Administration {PBS space (Rent) only}
89	Naval Petroleum and Oil Shale Reserves
89	Bonneville Power Administration
89	Southeastern Power Administration
89	Southwestern Power Administration
89	Alaska Power Administration
89	Oak Ridge Operations Office {PBS space (Rent) only}
89	Golden, CO Field Office
89	Enterprise Training Services MEO (ETS MEO)
89	Emergency Operations Training Academy (EOTA)
89	National Training Center (NTC)
89	Various (FSS Billing only)
89	Energy, National Security Administration, National Secure Manufacturing Center
89	Office of Energy Research
89	Rocky Flats Office
89	Department of Energy Chiquita Center
89	Various (FSS Billing only)
89	Various (FSS Billing only)
89	Various (FSS billing only)
89	Commission on U.S. Nuclear Weapons
89	GSA Advantage IMPAC
90	Selective Service System
90	GSA Advantage IMPAC
91	Department of Education
91	GSA Advantage IMPAC
93	Federal Mediation and Conciliation Service
93	GSA Advantage IMPAC
95	Independent U.S. Government Offices
95	Board of International Broadcasters

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
95	National Capital Planning Commission
95	Physician Payment Review Commission
95	Federal Mine Safety and Health Review Commission
95	Eisenhower Exchange Fellowship Program Trust Fund
95	Federal Election Commission
95	Commodity Futures Trading Commission
95	National Transportation Safety Board
95	Appraisal Subcommittee of the Federal Financial Institutions Examination Council
95	Harry S Truman Scholarship Foundation
95	Federal Housing Finance Board
95	Japan-United States Friendship Commission
95	Marine Mammal Commission
95	Occupational Safety and Health Review Commission
95	Administrative Conference of the United States
95	Advisory Committee on Federal Pay
95	Commission on Civil Rights
95	Comm. For Purchase From Blind & Other Severely Hndcpd.
95	Intelligence Community Oversight
95	Commission of Fine Arts
95	Panama Canal Commission
95	Architectural and Transportation Barriers Compliance Board
95	Prospective Payment Assessment Commission
95	National Mediation Board
95	President's Crime Prevention Council
95	White House Conference on Library and Information Services
95	United States Holocaust Memorial Council
95	National Commission on Libraries and Information Science
95	National Council on Disability
95	United States Institute of Peace
95	National Afro-American History and Culture Commission
95	Institute of American Indian Arts
95	Barry Goldwater Scholarship and Excellence in Education Foundation
95	National Commission on Migrant Education
95	Prescription Drug Payment Review Commission
95	National Commission on Acquired Immune Deficiency Syndrome
95	Commission for the Preservation of America's Heritage Abroad
95	Defense Nuclear Facilities Safety Board
95	United States Court of Appeals for Veterans Claims
95	Neighborhood Reinvestment Corporation
95	James Madison Memorial Fellowship Foundation
95	Office of Government Ethics
95	Federal Financial Institutions Examination Council
95	Competitiveness Policy Council
95	Corporation for National and Community Service
95	National Advisory Council on the Public Service Act of 1990
95	Commission on Immigration Reform
95	United States Enrichment
95	Morris K. Udall Scholarship and Excellence in National Environmental Policy Foundation

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
95	Chemical Safety Board
95	Director of National Intelligence
95	Presidio-San Francisco
95	Congressional Executive Commission on China
95	Election Assistance Commission
95	Court Services & Offender Supervision Agency (DC)
95	Public Defenders Service for the District of Columbia
95	Federal Coordinator Alaska Natural Gas Transportation Projects
95	Denali Commission
95	Broadcasting Board of Governors
95	Delta Regional Authority
95	Commission on the National Moment of Remembrance
95	Vietnam Education Foundation
95	Millenium Challenge Corporation
95	Council of Inspector General on Integrity & Efficiency
95	Northern Border Regional Commission
95	D.C. Superior Court
95	GSA Advantage IMPAC
96	Corps of Engineers, Civil
96	US Army Corps of Engineers - Head Quarters
96	US Army Corps of Engineers Automation Program
96	US Army Corps of Engineers Video Teleconference System
96	Humphreys Engineer Center Support Activity
96	US Army Corps of Engineers Programming Installation & Execution
96	US Army Topographic Engineering Center
96	US Army Engineering and Support Center
96	US Army Corps of Engineers Division, Mississippi Valley
96	US Army Corps of Engineers District, Memphis
96	US Army Corps of Engineers District, New Orleans
96	US Army Corps of Engineers District, St. Louis
96	US Army Corps of Engineers District, Vicksburg
96	US Army Corps of Engineers District, Rock Island
96	US Army Corps of Engineers District, St. Paul
96	US Army Corps of Engineers Division, North Atlantic
96	US Army Corps of Engineers District, Baltimore
96	US Army Corps of Engineers District, New York
96	US Army Corps of Engineers District, Norfolk
96	US Army Corps of Engineers District, Philadelphia
96	US Army Corps of Engineers District, New England
96	US Army Corps of Engineers Division, North Western
96	US Army Corps of Engineers District, Portland
96	US Army Corps of Engineers District, Seattle
96	US Army Corps of Engineers District, Walla Walla
96	US Army Corps of Engineers District, Kansas City
96	US Army Corps of Engineers District, Omaha
96	US Army Corps of Engineers Regional Office, Missouri River
96	US Army Corps of Engineers Division, Great Lakes and Ohio River
96	US Army Corps of Engineers District, Huntington
96	US Army Corps of Engineers District, Louisville

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
96	US Army Corps of Engineers District, Nashville
96	US Army Corps of Engineers District, Pittsburgh
96	US Army Corps of Engineers District, Buffalo
96	US Army Corps of Engineers District, Chicago
96	US Army Corps of Engineers District, Detroit
96	US Army Corps of Engineers Regional Office, Great Lakes
96	US Army Corps of Engineers District, Alaska
96	US Army Corps of Engineers Division, South Atlantic
96	US Army Corps of Engineers District, Charleston
96	US Army Corps of Engineers District, Jacksonville
96	US Army Corps of Engineers District, Mobile
96	US Army Corps of Engineers District, Savannah
96	US Army Corps of Engineers District, Wilmington
96	US Army Corps of Engineers Transatlantic Program Center
96	US Army Corps of Engineers Division, South Pacific
96	US Army Corps of Engineers District, Los Angeles
96	US Army Corps of Engineers District, Sacramento
96	US Army Corps of Engineers District, San Francisco
96	US Army Corps of Engineers District, Albuquerque
96	US Army Corps of Engineers Division, Southwestern
96	US Army Corps of Engineers District, Fort Worth
96	US Army Corps of Engineers District, Galveston
96	US Army Corps of Engineers District, Little Rock
96	US Army Corps of Engineers District, Tulsa
96	US Army Construction Engineering Research Laboratory
96	US Army Cold Regions Research and Engineering Laboratory
96	US Army Engineers Waterways Experiment Station
96	US Army COE, Pacific Ocean Division, Japan District
96	US Army Corps of Engineers, Far East District
96	US Army Corps of Engineers, Europe District
96	US Army Corps of Engineers, Honolulu District
96	GSA Advantage IMPAC
97	Office of the Secretary of Defense
97	Joint-Brazil-United States Defense Commission
97	Joint-Mexican-United States Defense Commission
97	National Security Agency
97	Permanent Joint Board on Defense United States and Canada
97	Office of the Secretary of Defense
97	Board of Contract Appeals
97	United States Court of Military Appeals
97	Inspector General
97	Department of Defense Education Activity
97	Defense Nuclear Agency
97	Defense Logistics Agency
97	National Geospatial- Intelligence Agency
97	Defense Intelligence Agency
97	Defense Investigative Service
97	Joint National Integration Center (Shriever AFB, CO)
97	Defense Information Systems Agency

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
97	Defense Contract Audit Agency
97	Defense Contract Management Agency - National
97	Defense Contract Management Agency - Local
97	Campaign Management Control Activity
97	Defense Research and Engineering Test and Evaluation
97	Defense Finance and Accounting Service
97	Joint Interagency Task Force West
97	Defense Commissary Agency - Information Technology Communications
97	Department of Defense - Consolidated Switches
97	Ballistic Missile Defense Organization
97	Dept. of Defense Joint Technology Office (Albuquerque)
97	Tri-Service Infrastructure Management Program Office (TIMPO)
97	Armed Forces Information Service, Air Reserve, March AFB, CA
97	Defense Acquisition University (Ft. Belvoir, VA)
97	Defense Advanced Research Projects Agency
97	Department of Defense Dependent Schools - Europe
97	Department of Defense - TRICARE
97	US Joint Forces Command J9
97	US Joint Forces Command J7
97	US Joint Forces Command War Fighting CTR J7
97	Tricare Management Activities
97	Office of the Secretary of Defense, US Special Operations Command
97	U.S. Transportation Command
97	Dept of Defense Microelectronic Activity
97	GSA Advantage IMPAC
97	Department of Defense, Washington Headquarters Service
98	United States Railway Association
98	GSA Advantage IMPAC
99	District of Columbia
99	Dept of Consumer & Registry Affairs
99	Department Of Public Works
99	Emergency Mgmt Administration
99	Chief Medical Examiner
99	Office of the Corporation Counsel
99	Department of Corrections
99	Public Schools
99	Executive Office Of The Mayor
99	Fire And Emergencies Med Svcs
99	Ofc Of Chief Technology Officer
99	Dept Of Insurance & Securities Reg
99	Office Of Chief Financial Officer
99	Minimum Wage and Industrial Safety Board
99	Department of Motor Vehicles
99	Department of Health
99	Office of Zoning
99	Metropolitan Police Department
99	Public Libraries
99	Department Of Human Services
99	DC Department of Recreation

SEARCH FOR AGENCY CODE OR TITLE -- COPY AND PASTE TO AGENCY NAME COLUMN IN "ENTER SALES DATA" WORKSHEET

AgencyCode	Title
99	DC Superior Court (use 95 95)
99	Board of Appeals and Review
99	National Guard of the District of Columbia
99	Armory Board
99	Planning And Economic Development
99	Board Of Elections & Ethics
99	Wash Metropltn Area Trans Auth
99	Public Service Commission
99	DC Govt, Child & Family Svcs Ag
99	Washington Convention Center Authority
99	Water And Sewer Authority
99	DC Pretrial Svcs Agency
99	DC Court Of Appeals
99	DC Housing Authority
99	DC Retirement Board
99	DC Hlth Pub Benefit Corp
99	DC Department Of Mental Health
99	DC Govt, Univ of District of Columbia
99	GSA Advantage IMPAC
99	Subcontractors/Private Sector with Federal Agencies

SECTION J, Attachment J-5 (CS3: Contract #:)
CS3 Monthly Business Volume (Sales) Report
Reporting Period: Month Day, 20XX to Month Day, 20XX

Reporting Period: Month Day, 20XX to Month Day, 20XX																	
Vendor Name	Contract Number	Agency Name	Ordering Activity	City	State	Zip Code	Contracting Officer Name	Contracting Officer Phone Number	Contracting Officer Email	Date of Order	Order Number	Modification Number	Requisition Number	Description of Services	Period of Performance Start Date	Period of Performance End Date	Total Order Value
															Total Sales this Month	\$	-
															Cumulative Sales to Date		

Date of Order	Order Number	Modification Number	Line Item Description	Quantity Sold	Unit	Unit Price	Extended Price	Frequency Band	Bandwidth Capacity in (MHz)	Data Rate in (Kbps)	Regional Coverage	Satellite Name or Number	Information System Category	Network (Private, Shared)	HNA Required (Yes, No)	Portability Service (Yes, No)	Expedited Delivery (Yes, No)	Commercial Teleport (Yes, No)

Total Extended Price \$ -



ATTACHMENT J-6 CS3 Monthly Revenue Report

CS3 Monthly Revenue Report

Reporting Period - Identify the current Reporting Period (e.g., October 1, 20XX to October 31, 20XX).

Vendor Name – Your Company Name

Contract Number – Your CS3 Contract Number

Task Order Number – The order number “assigned” by the Ordering Agency.

Date Received Payment - Date the payment is received by the vendor from the Agency.

Agency Name - Name of Agency

Total Order Value – Total dollar amount awarded/obligated on the task order, not including options.

Total GSA Management Fee Due (2%) - Equals 2% of Total Order Value. This amount is the total fee the vendor will pay to GSA for this order.

Amount Received from Agency - Total dollar amount received in payment by the vendor, from the Agency.

GSA Management Fee Remitted (2%) - This fee is 2% of the total payment amount received from the Agency for a specific order.

Previous GSA Management Fees Remitted - Amount the vendor previously submitted to GSA in prior months for a specific order.

Remaining Balance of Un-remitted GSA Management Fee - Equals "Total GSA Management Fee Due" minus "GSA Management Fee Remitted" for the current reporting period, minus the "Previous GSA Management Fees Remitted" in prior months for a specific order.

Reporting Period: Month Day, 20XX to Month Day, 20XX

	TOTALS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Date:

Amount:



ATTACHMENT J-8

SAMPLE TASK ORDER (STO) #1 – CONTINGENCY SATELLITE COMMUNICATIONS SYSTEM AND SERVICES

1.0 Introduction

The United States (US) Government Organization (USGO) has 10 quick reaction teams and requires a turnkey system with commercial satellite communications services as its primary means of communication for both training in garrison and operational deployment for each team. The USGO base of operations is in Germany. Training occurs at the USGO location in Germany. Operational deployment may be anywhere in Southwest Asia, or Northern Africa. Operational deployments occur with less than 48 hours' notice and require units to be passing data traffic within three hours of arrival at the deployed location. Deployments may be two weeks to two months in length. The normal operational tempo will require six (6) terminals to be deployed to multiple locations at one time operating simultaneously, however if a crisis occurs in the Area of Responsibility (AOR), all ten (10) terminals may be deployed and operating simultaneously. Due to changing mission requirements and flexibility required in the network, the Government is not able to provide a distribution of the terminals across the coverage area. The network should be designed to support all of the terminals operating simultaneously in any location in the required coverage area.

2.0 Objective

The objective is to obtain engineering design support, integration services, equipment, commercial satellite communications services, and training for a USGO that has both training and rapid-deployment operational requirements.

3.0 Summary of Requirements

The Contractor shall propose a solution compliant with all sample task order requirements that delivers the required quality of service and availability and articulates rationale for the choice of architecture and components, including life cycle cost considerations.

Services and equipment to be provided include:

- System design
- System documentation
- Integration
- Testing
- Engineering
- On-going maintenance and operational support services
- Training
- Customer care and help desk support
- Central satellite gateway site – Contractor defined location with connection to the internet
- Satellite connectivity to the training area and operational areas



- Deployed terminals

3.1 Management Requirements

3.1.1 The Contractor shall provide a detailed project schedule (e.g., Microsoft Project or equivalent) in PDF format for the entire Task Order lifecycle.

3.1.2 The Contractor shall discuss:

3.1.2.1 A program management approach, procedures, and performance metrics and provide an explanation of how they will be used to ensure timely system development, installation and operation.

3.1.2.2 The roles and responsibilities of the Contractor and Subcontractors that will contribute to the solution, how work will be partitioned among subcontractors (if applicable), and how subcontractors will be managed.

3.1.2.3 Identification and assessment of risks and a mitigation strategy that minimizes cost, schedule, and performance risk.

3.1.2.4 Process and procedures they will employ to develop and furnish the deliverables in Section 7.2.

3.1.2.5 Implementation and maintenance of a governance and reporting structure that provides transparency and Government access to cost, schedule, and performance metrics, and supports timely delivery of services and accurate invoicing.

3.2 Technical Requirements

3.2.1 Satellite Communications Terminals

3.2.1.1 The Contractor shall provide terminal suites that include all necessary satellite communications Radio Frequency (RF) equipment; baseband equipment; time division multiple access (TDMA) modem; two laptop computers; two Voice over Internet Protocol (VoIP) telephones; and all ancillary equipment (e.g., cables, connectors, and power cabling for a complete deployable communications solution.) Power (110 VAC or 220 VAC) will be provided by the Government at the deployed locations.



- 3.2.1.2 Each terminal suite shall be packed into no more than three ruggedized, transportable, airline baggage-shippable cases. The Contractor shall include the cases and packing foam with each terminal suite. The maximum exterior dimensions (length+width+height) of the baggage shippable cases are 115 inches and the maximum allowed weight for each case is seventy (70) pounds. The Contractor shall ensure the size and weight of any one case does not exceed these maximum exterior dimensions and weight requirements.
- 3.2.1.3 All equipment delivered as part of the complex satellite solution shall be new equipment.
- 3.2.1.4 Terminal equipment shall be able to be unpacked, set up, and configured by one person within two hours. Terminals shall be auto-acquire with an automatic peak and pol function to allow full operation no more than 30 minutes after terminal set-up.
- 3.2.1.5 Satellite communications terminals shall be Ku-band.
- 3.2.1.6 The Contractor shall provide all original manufacturer equipment documentation with each terminal suite.
- 3.2.1.7 The Government will provide one ViaSat AltaSec KG-250 High Assurance Internet Protocol Encryptor (HAIPE) network encryption device per terminal suite for the Contractor to integrate with the terminal suite equipment. There is no need for the Contractor to integrate the device into the terminal equipment cases
- 3.2.1.8 The Contractor shall procure, configure, test, and deliver ten (10) remote terminal suites.
- 3.2.1.9 The Contractor shall develop a test plan and schedule for the procured terminals and provide it to the Government for review/approval no later than 30 days after award. All procured terminals shall undergo testing at the Contractor facility prior to shipment. The Government reserves the right to attend all tests. The Government will provide one KG-250 HAIPE device for testing purposes only. This device shall be returned to the Government and not shipped with the terminals. The input to the KG-250 is an Ethernet connection. The Contractor is only responsible for ensuring the Contractor provided equipment is interoperable with the KG-250. The Contractor shall provide completed test reports to the Government within ten (10) days of test completion. The Contractor shall not ship any equipment prior to Government review of test results.



- 3.2.1.10 The Contractor shall ensure that all components are interoperable and shall integrate all components into a single turnkey solution.

3.2.2 Equipment Service and Support

The Contractor presents an approach for lifecycle management (on-going maintenance and operational support services, customer care and help desk support to include electromagnetic interference (EMI)/radio frequency interference (RFI) resolution support, and training). The Contractor shall provide a maintenance service plan that describes how the Contractor will provide continued technical support for all equipment and minimize mean time between failure and mean time to repair including warranty service, spare parts, and field support. Field support is only required for Germany.

3.2.3 Managed Network Services

- 3.2.3.1 The Contractor shall provide baseline commercial satellite communications managed network services for 10 terminals operating simultaneously. The Contractor shall provide a private, dedicated managed network to support a committed information rate to each terminal of 768 kbps x 512 kbps. The network outroute(s) shall support a minimum committed information rate (CIR) of 768 kilobits per second (kbps) to each remote terminal. The network inroute(s) shall be sufficient to ensure a CIR of 512 kbps per terminal. The Contractor shall provide a link budget for the solution explaining how the capacity proposed meets the Government's CIR requirements. The Contractor shall describe how unused network resources can be re-allocated to terminals operating in the network to provide them with higher throughput.

Direction	Definition	CIR (kbps)
Inroute	Data transmitted by the VSAT to the Gateway	512
Outroute	Data received by the VSAT from the Gateway	768

- 3.2.3.2 The managed network services shall include space segment, teleport, and terrestrial components as necessary to ensure a complete end-to-end communications solution.



- 3.2.3.3 The Contractor's teleport services shall include access to the public Internet. Public Internet access shall be via a U.S.-based Internet Point of Presence (PoP). The Contractor shall provide a static IP address for each terminal in order for a secure tunnel to be established from the KG-250s the Government will provide for each terminal. The gateway/destination KG-250 will be at a Government facility with the Black (Cypher Text) side reachable from the public internet. For example, users should reach google.com and not google.de.
 - 3.2.3.4 Space segment coverage shall include Germany for terminals in the training environment. Space segment coverage for support of operational deployments shall include the African continent north of 15 N latitude, Yemen, Oman, Saudi Arabia, United Arab Emirates, Bahrain, Qatar, Kuwait, Jordan, Lebanon, Syria, Iraq, Iran, Turkey, Afghanistan, and Pakistan. The Contractor shall provide maps with clearly depicted and labeled contour lines, demonstrating coverage across the required locations. Contour lines should clearly demonstrate satellite gain to noise temperature ratio (G/T), effective isotropic radiated power (EIRP), and elevation angle values for proposed satellite(s) and covered region(s).
 - 3.2.3.5 The Contractor shall meet or exceed a 99.5% link availability for all required satellite links to and from each remote site.
 - 3.2.3.6 The Contractor shall develop and provide a high-level network architecture diagram showing nodes and gateway locations. A detailed network architecture, configuration documentation, and transmission plans are required after task order award.
 - 3.2.3.7 The Contractor shall have a means of satellite communications EMI and RFI identification, characterization, and geo-location. The Contractor will be required to analyze and report all EMI/RFI to the Government and may be asked to participate in exercises involving EMI/RFI.
 - 3.2.3.8 The Contractor will be required to meet Federal and DoD Information Assurance requirements for a Moderate Impact Information System. The Contractor's information assurance boundary is where the Contractor's services connect to the user terminals/equipment (i.e., includes satellite command encryption (ground and space); systems used in the Satellite Operations Centers (SOCs), Network Operations Centers (NOCs), and teleport).
- 3.2.4 Frequency Clearances and Approvals



- 3.2.4.1 The Contractor shall describe the frequency clearance requirements and explain how the requirements will be met to allow transmission in Host Nations. The Contractor shall support Host Nation Agreement (HNA) efforts in obtaining international approvals for radio spectrum operations under this contract in foreign nations. The Contractor shall ensure that international services provided under this contract may be provided as scheduled with the full approval of each affected host nation. Typical services may include, but are not limited to: host nation approvals, landing rights, operating agreements, site licenses, and frequency clearances.
 - 3.2.4.2 Frequency Clearances for all ten (10) terminals operating in Germany, Saudi Arabia, United Arab Emirates, Bahrain, Qatar, and Kuwait shall be required prior to the start of managed network services. Frequency clearances for all other countries within the coverage area will be requested when needed as mission dictates throughout the life of this sample task order and do not need to be priced with proposal submission.
 - 3.2.4.3 If additional host nation support becomes necessary during the life of the Task Order, contract line item numbers will be added to the order at the time they are required and shall be invoiced at pass-through rates. The Contractor may be required to provide HNAs for any nation covered within the limits defined in the coverage area, as needed by the user.
 - 3.2.4.4 Frequency Clearances shall be requested for the maximum time period allowed by the host nation, up to the life of the contract.
 - 3.2.4.5 The Contractor shall provide the Government with copies of regulatory licenses and approvals obtained to operate and use the spectrum for countries within the required service region. This will be a post-award contract deliverable. See Section L.22.2 regarding submission of post-award contract deliverables.
- 3.2.5 Training Support



- 3.2.5.1 The Contractor shall develop a Training Plan and training materials to provide USGO personnel with classroom training for operation and maintenance of terminals and services. The training must include fundamentals of satellite communications, Very Small Aperture Terminal (VSAT) configuration, planning, network architecture, orbits, and hands-on equipment set-up, operation, and trouble-shooting. The Contractor shall provide the Training Plan to the Government for approval at least 30 days prior to training. Training is required once annually for up to 20 personnel. This will be a post-award contract deliverable. See Section L.22.2 regarding submission of post-award contract deliverables.
- 3.2.5.2 The USGO will provide the classroom for training at the USGO facility in Stuttgart, Germany. The Contractor shall provide all training materials.
- 3.2.5.3 The Contractor shall plan for initial acceptance testing of all Contractor provided equipment to be conducted in conjunction with the initial training session in Germany.

3.2.6 Additional Requirements

- 3.2.6.1 The Contractor shall staff a 24/7/365 Network Operations Center (NOC) as a focal point for network access, technical support, and troubleshooting. NOC staff shall be English-speaking and U.S. citizens.
- 3.2.6.2 The Contractor shall be required to coordinate with external offices and agencies, USGO Operations Centers, and other communications planners, managers and operators.
- 3.2.6.3 The Contractor shall provide status reporting on equipment status, network status, and network utilization. The Contractor shall create and manage trouble tickets. The Contractor shall produce monthly and annual resource utilization reports. These will be post-award contract deliverables. See Section L.22.2 regarding submission of post-award contract deliverables.
- 3.2.6.4 The Contractor shall provide two (2) new laptop computers. Laptop computers shall be Dell Latitude 14 5000 Series (E5470), or equivalent, with the following minimum specifications for the laptops computers:
- Windows 7 or 10 Professional
 - 14" Non-Touch HD LCD without Camera
 - Intel Core i5 -6200 Dual Core processor or equivalent



- 4 GB Memory
- 500 GB hard drive

Laptops will be re-imaged by the Government for use on an Unclassified network, so no additional software is required.

- 3.2.6.5 The Contractor will provide an unpriced Bill of Materials (BOM) in Microsoft Excel that will include services, equipment, and labor (see J-18).
- 3.2.6.6 The Contractor shall plan for a complete tech refresh of all Contractor provided satellite communications terminals and ancillary equipment (i.e. laptops, VoIP phones). The tech refresh shall be scheduled for the beginning of first option period (Year 6) as specified in Section 4.2. The Contractor should assume an annual rate of inflation of 2.5% of the proposed equipment price in Year 1.

4.0 Performance

4.1 Locations

Work is to be performed at Contractor facilities. Equipment shall be shipped to the USGO location in Germany. The Government will perform installation and checkout for the equipment prior to acceptance. The acceptance testing will be conducted in conjunction with the initial training session in Germany. Technical support may be required at the USGO location in Germany. Training is required annually at the USGO location in Germany.

4.2 Period of Performance

The period of performance for this Task Order will be five (5) years. In addition to the CLINs priced by the Contractor during the 5-year period of performance (Years 1 through 5), the Contractor shall propose pricing for the two CS3 option periods: one (1) three-year option period (Years 6 through 8) followed by one (1) two-year option period (Years 9 and 10), and the FAR 52.217-8 six-month extension option.

In the first six months after contract award, the Contractor shall acquire, integrate, test, and deliver the requested capability, and conduct training for the deployed teams.

5.0 Government Support

5.1 Government Furnished Equipment/Facilities:

The Government will provide one ViaSat AltaSec KG-250 HAIPE network encryption device per terminal to be connected to the equipment provided by the Contractor.



The Government will provide one ViaSat AltaSec KG-250 HAIPE network encryption device for testing by the Contractor.

The Government will provide a PoE-capable Ethernet switch (Cisco SF 110D-08HP or equivalent).

Power (110 VAC or 220 VAC) will be provided by the Government at the deployed locations.

The Government will provide a classroom for training at the USGO location in Germany.

6.0 Security

The Contractor shall articulate processes and procedures to address the security requirements for personnel assigned to the task order. All Contractor personnel assigned to this task shall be U.S. citizens and undergo background checks prior to their assignment. The required background investigations for administrative personnel shall be a minimum of a National Agency Check with Written Inquiries (NACI) and for technical staff shall be a Minimum Background Investigation (MBI) or higher depending upon their access and control over the systems.

All Contractor personnel with access to key operational security information (e.g., unit locations, troop movement information) and key personnel (e.g., Program Manager) shall possess United States SECRET security clearances. Contractor personnel performing system administration functions shall possess United States SECRET security clearances.

The Contractor shall ensure that all sensitive and classified information is safeguarded in accordance with the guidance provided in the CS3 DD254. Although the Contractor may be provided access to SECRET information in order to accomplish tasks, documents generated shall not include classified information unless directed by the Government and in accordance with classification guidelines and standards for documentation.

7.0 Deliverables

The following deliverables will be used to document the comprehensiveness of the Contractor's complex satellite solution for Contingency Satellite Communications Systems and Services.

7.1 Pre-Award Deliverables (Submitted with Contractor's proposal)

- Link Budget
- High-level Network Architecture diagram showing nodes and gateway locations



- Maps with clearly depicted and labeled contour lines, demonstrating coverage across the required locations. Contour lines should clearly demonstrate satellite gain to noise temperature ratio (G/T), effective isotropic radiated power (EIRP), and elevation angle values for proposed satellite(s) and covered region(s).
- Bill of Materials
- Original Equipment Manufacturer (OEM) Terminal/Equipment Technical Specifications (e.g. datasheets)
- Project Schedule (submitted in Adobe Portable Document Format (PDF))

7.2 Post-Award Deliverables

- Training Plan and Materials
- Test Plan
- Detailed Network Architecture
- Configuration Documentation
- Transmission Plan
- Maintenance Service Plan
- HNA Frequency Clearances, Regulatory Licenses and Approvals
- Status Reports
- All required software and firmware for Contractor furnished equipment
- Original Manufacturer Equipment Documentation for Each Terminal Suite

8.0 Pricing

8.1 Instructions

Section B (Supplies or Services and Prices/Costs) and the STO #1 Excel Workbook (Attachment J-9) contain all pricing instructions.

(END OF SECTION J, ATTACHMENT J-8)



ATTACHMENT J-10

Sample Task Order (STO) #2 – ENVIRONMENTAL DATA NETWORK

1.0 Introduction

The Environmental Assessment Agency (EAA) recently signed Memorandum of Agreements (MOAs) with several South American countries for the purpose of collecting environmental and weather data from remote outposts to better support environmental trend analysis. The EAA requires a satellite-based communication network to backhaul data from remote sensor outposts that are installed in each country.

2.0 Objective

The Contractor shall design, deploy, and sustain a satellite-based network to support data collection from sensors in remote locations within South America. The EAA will provide security for all equipment installed at each of the remote sites (e.g., fencing and motion-activated surveillance cameras). Each of the sites has a 20 x 20 feet concrete pad enclosed by 6 foot high security fencing. The Contractor will select the best technology and band for this solution.

The suites of sensors and motion-activated surveillance cameras currently installed by the EAA at each remote site will share power with the satellite terminal. The Contractor will need to provide solar power (to include battery back-up) for all equipment installed by the Contractor at four of the six remote sites including the remote sensors power over Ethernet (PoE). The daily duty cycle for the terminal transmitting will be approximately 5 min per day to transmit captured environmental and weather data. Each sensor and terminal will be programmed to communicate at different times at each location. This will minimize total system bandwidth needed and also take advantage of saving battery power for solar operation.

The estimated data transferred per day will be approximately 5 Megabytes (MB) per site. This 5 MB figure would include occasional agency personal use, sensor data collected, and possible motion-activated surveillance camera activity. The network must also provide a capability to share the remote sensor bandwidth and motion-activated surveillance camera bandwidth with occasional personnel operational needs. The remote sites are typically unmanned, but there will be short periods where EAA will send staff to sites to perform additional data collection or local maintenance for the sensors. The estimated usage profile for these agency personnel is not expected to exceed 3 hours per day, 5 days per year for each site. No additional bandwidth is required for personnel usage.



3.0 Summary of Requirements

The Contractor shall propose a solution compliant with all sample task order requirements that delivers the required quality of service and availability and articulates rationale for the choice of architecture and components, including life cycle cost considerations.

Services and equipment to be provided include:

- Central satellite gateway(s) - Contractor defined location(s) with connection to the Internet
- Satellite connectivity to the remote sensor site
- Solar Power (to include battery back-up) for all equipment installed by the Contractor at four of the sites (there is AC (110 or 220 VAC) power installed at two of the sites: Puerto Williams, Chile and Ventiocho de Novembre, Argentina).
- Three (3) Category 5e Ethernet connections to the satellite terminal (Sensor, Remote User, and motion-activated surveillance camera)
- The Contractor terminal system is required to provide PoE +5V / 250 mA or PoE IEEE 802.3af for the Government Furnished Equipment (GFE) sensor system and motion-activated surveillance camera installed at each location.
- Static private IP addresses for each site accessible through a Virtual Private Network (VPN).
- System Design
- System Documentation
- Managed Network Services
- Engineering Planning
- Installation and Sustainment Planning
 - Installation
 - Integration & Testing
 - Integrated Logistics Support
 - Operations & Maintenance

3.1 Management Requirements

3.1.1 The Contractor shall provide a detailed project schedule (e.g., Microsoft Project or equivalent) in PDF format for the entire Task Order lifecycle.

3.1.2 The Contractor shall discuss:

- 3.1.2.1 The roles and responsibilities of the Contractor and Subcontractors that will contribute to the solution, how work will be partitioned among subcontractors (if applicable), and how subcontractors will be managed.



- 3.1.2.2 Identification and assessment of the Personnel Travel, Environmental, and Safety Hazards for each remote site.
- 3.1.2.3 Establishment of U.S. Government access to a web portal to present the health of the entire solution in a consolidated view.
- 3.1.2.4 Program management approach, procedures, and performance metrics and provide an explanation of how they will be used to ensure timely system development, installation and operation.
- 3.1.2.5 Process and procedures they will employ for coordination with external offices and agencies, EAA Operations Centers, and other communications planners, managers and operators.
- 3.1.2.6 Identification and assessment of risks and a mitigation strategy that minimizes cost, schedule, and performance risk.
- 3.1.2.7 Process and procedures they will employ to develop and furnish the deliverables in Section 7.2.
- 3.1.2.8 Identification of all equipment, on a per-country basis, that are on either the International Traffic in Arms Regulations (ITAR) or Department of Commerce export control lists and provides a plan to manage the equipment in compliance with all applicable regulations.

3.2 Technical Requirements

3.2.1 System Engineering

- 3.2.1.1 The Contractor shall develop and document a solution compliant with all sample task order requirements that delivers the required quality of service and availability and articulates rationale for the choice of architecture and components, including life cycle cost considerations. The Contractor shall discuss how lessons learned from previous projects were incorporated. The Contractor shall provide a high-level network architecture diagram showing nodes and gateway locations. The Contractor shall provide coverage maps for Fixed Satellite Service (FSS) or Mobile Satellite Service (MSS) based solutions; additionally, link budgets for each remote location are required for FSS based solutions. The Contractor shall define and provide the enclosure or shelter power and network interface connections that will withstand environmental rigors at each site.



- 3.2.1.2 The Contractor shall clearly explain their recommendation for bandwidth, stating assumptions, to ensure that only the necessary amount of bandwidth is leased. The Contractor shall implement configuration management, prepare engineering documents and reference manuals, and provide engineering and testing services for the Environmental Data Network.
 - 3.2.1.3 The Contractor shall identify valid installation challenges and risks (excluding any items provided as (GFE), and provide realistic mitigation for each.
 - 3.2.1.4 The Contractor shall discuss how their system incorporates reliability, availability, maintainability, security, network monitoring and interoperability.
 - 3.2.1.5 The Contractor shall address system flexibility and optimization, accommodating potential future needs to support either new sites or higher per-site data transfer needs or spectral optimization to minimize bandwidth needs.
 - 3.2.1.6 The Contractor shall address the power requirements for the following sites: Potosi, Bolivia; Manaus, Brazil; Ciudad Bolivar, Venezuela; La Rinconada, Peru. The Contractor shall provide a solar power source for each of the four sites that include battery back-up. The solar power source shall provide power to all Contractor provided equipment and provide PoE +5V / 250 mA or PoE IEEE 802.3af for the Government Furnished Equipment (GFE) sensor system and motion-activated surveillance camera installed at each location.
 - 3.2.1.7 The Contractor shall include battery back-up for the two locations that have commercial AC power (Puerto Williams, Chile and Ventiocho de Noviembre, Argentina) and do not require any solar power.
- 3.2.2 Satellite Communications Terminals



- 3.2.2.1 The Contractor shall procure, integrate, and deploy environmentally protected enclosure (cabinet or shelter) to each remote site that will house any satellite communications terminal and ancillary equipment that requires environmental protection. Each enclosure shall be designed to withstand the environmental rigors specific to each site with a minimum rating of the exposed components at Ingress Protection (IP) 65 or equivalent. The enclosure is only required to be large enough to support the satellite communications terminal and ancillary equipment requiring environmental protection provided by the Contractor. Sizing will be Contractor defined based on the solution or equipment selected.
- 3.2.2.2 The Contractor shall ensure that all components are interoperable. The Contractor shall connect the GFE sensor and GFE motion-activated surveillance cameras Ethernet connections to their equipment and verify operation at each site. These Ethernet connections will be located within the enclosure or shelter and should not have access from the outside environment.
- 3.2.2.3 The Contractor shall explain how the solution proposed meets the Government's Committed Information Rate (CIR) requirements. The remote Satellite Terminal locations and the summary of data transport requirements, to include bandwidth sharing for occasional personnel operational needs, are provided for each site in Table 1 below.
- 3.2.2.4 The Contractor shall provide Original Equipment Manufacturer (OEM) Terminal/Equipment Technical Specifications (e.g. datasheets) for all proposed terminal equipment.

Table 1. Summary of Data Transport Requirements

Remote Site ID	Remote Site Locations	Committed Information Rate (CIR) Requirements
Site 1	Puerto Williams, Chile	IP-based transport to backhaul data from sensors to the central collection point (440 kbps inbound, 440 kbps outbound)
Site 2	Ventiocho de Noviembre, Argentina	IP-based transport to backhaul data from sensors to the central collection point (440 kbps inbound, 440 kbps outbound)
Site 3	Potosi, Bolivia	IP-based transport to backhaul data from sensors to the central collection point (440 kbps inbound, 440 kbps outbound)
Site 4	Manaus, Brazil	IP-based transport to backhaul data from sensors to the central collection point (440 kbps inbound, 440 kbps outbound)



Site 5	Ciudad Bolivar, Venezuela	IP-based transport to backhaul data from sensors to the central collection point (440 kbps inbound, 440 kbps outbound)
Site 6	La Rinconada, Peru	IP-based transport to backhaul data from sensors to the central collection point (440 kbps inbound, 440 kbps outbound)
All Sites		The network must also provide a capability to share the remote sensor bandwidth with occasional personnel operational needs. Agency personnel will arrive to the sites with a laptop and require internet service connectivity throughput up to 440 kbps outbound and up to 440 kbps inbound. The CIR rate will not increase when agency personnel travel to the remote sites.
Inbound - Data transmitted by the satellite terminal to the Gateway		
Outbound - Data transmitted by the Gateway to the satellite terminal		
Note: The network CIR is 440 kbps inbound, 440 kbps outbound		

3.2.3 Managed Network Services

- 3.2.3.1 The Contractor shall provide turnkey satellite transmission capability that includes all necessary software, hardware, service, and maintenance support to all locations. The Contractor shall be fully responsible for assuring operational availability of the system.
- 3.2.3.2 The managed network services shall include space segment, teleport, and terrestrial components as necessary to ensure a complete end-to-end communications solution between the sensor systems and the Internet. All equipment delivered as part of the complex satellite solution shall be new equipment.
- 3.2.3.3 Central satellite gateway(s) - Contractor defined location(s) with connection to the Internet. Provide all internet access through a U.S. based internet Point of Presence.
- 3.2.3.4 Space segment coverage shall include all sites in South America. FSS solutions require the Contractor to provide maps with clearly depicted and labeled contour lines, demonstrating coverage across the required locations. Contour lines should clearly demonstrate satellite gain to noise temperature ratio (G/T), effective isotropic radiated power (EIRP).
- 3.2.3.5 The Contractor shall meet or exceed a 99.5% link availability for all required satellite links to and from each remote site.



- 3.2.3.6 The Contractor shall provide a high-level network architecture diagram showing nodes and gateway locations with the technical proposal. The Contractor shall provide detailed network configuration documentation, and transmission plans (post award deliverables).
 - 3.2.3.7 The Contractor will be required to meet Federal and DoD Information Assurance requirements for a Moderate Impact Information System. The Contractor's information assurance boundary is where the Contractor's services connect to the user terminals/equipment, satellite(s) employed, and systems used in the Satellite Operations Centers (SOCs), Network Operations Centers (NOCs), and teleport.
- 3.2.4 Testing and Installation
- 3.2.4.1 The Contractor shall develop a testing and installation plan and schedule for the system and provide it to the Government for review/approval no later than 30 calendar days after award. The Contractor shall provide a completed test and installation report to the Government within fourteen (14) calendar days of installation completion. This is a post-award deliverable. See Section L.22.2 regarding submission of post-award contract deliverables.
 - 3.2.4.2 The Contractor will be provided with a sensor system and motion-activated surveillance camera for testing at the Contractor's facility prior to the shipment of equipment to South America. The Government understands that there may be some differences in the test configuration due to satellite coverage and teleport location limitations, but the test equipment configuration and network architecture should mirror the proposed network architecture as much as practical.
 - 3.2.4.3 The Contractor shall demonstrate Ethernet connection to the internet and verify link stability and data transfer (i.e. Availability and CIR). After link status has been verified the Contractor shall connect the GFE sensor and camera Ethernet connections to their equipment and verify operational testing.
 - 3.2.4.4 A subject matter expert (SME) from the EAA will be available to attend testing at the Contractor's facility. The SME will provide any assistance required to make configuration changes to the sensor and surveillance systems. Additionally, the SME will have the authority to validate the test results.



- 3.2.4.5 The Government will provide a SME from the EAA to accompany the Contractor's installer(s) at each of the remote locations based off of the proposed installation schedule. Up to two (2) SMEs are available if the Contractor proposes to perform installations simultaneously. The Government will make every attempt possible to synchronize the SME's travel arrangements with the Contractor's installer(s).
- 3.2.4.6 The Contractor shall ensure that all equipment installed at the remote locations is securely installed, shielded, grounded and labeled. The Contractor shall demonstrate Ethernet connection to the internet and verify link stability and data transfer (i.e. Availability and CIR). After link status has been verified the Contractor shall connect the GFE sensor and camera Ethernet connections to their equipment and verify operations at each site.
- 3.2.4.7 The SME from the EAA accompanying the Contractor's installer(s) will provide any assistance required to make configuration changes to the sensor and surveillance systems. Additionally, the SME will have the authority to validate the installation.

3.2.5 Lifecycle Management

- 3.2.5.1 The Contractor shall present an approach for lifecycle management (on-going maintenance and operational support services, customer care and help desk support to include electromagnetic interference (EMI)/radio frequency interference (RFI) resolution support). This shall include all hardware/software elements and ancillary items necessary for maintaining an operational availability of 99.5%. The Contractor shall discuss the approach to minimize mean time between failure and mean time to repair.
- 3.2.5.2 The Contractor shall use available commercial materials to the maximum extent possible.
- 3.2.5.3 The Contractor shall address warranty service, spare parts, and field support.
- 3.2.5.4 The Contractor shall provide OEM Documentation and Manuals for all Contractor Installed Equipment.
- 3.2.5.5 The Contractor shall identify long-lead item procurement risks, and provide mitigation.



- 3.2.5.6 The Contractor shall discuss maintenance support for all sites to include the replacement of defective components, upgrades to include commercial off-the-shelf (COTS) technology insertion, and any software updates, as required.
- 3.2.5.7 The Contractor shall plan for a complete tech refresh of all Contractor provided satellite communications terminal and ancillary equipment at all remote sites. The tech refresh shall be scheduled for the beginning of first option period (Year 6) as specified in Section 4.2. The Contractor should assume an annual rate of inflation of 2.5% of the proposed equipment price in Year 1.

3.2.6 Personnel Travel, Environmental, and Safety Hazards

The Contractor shall identify and assess personnel Travel, Environmental, and Safety Hazards for each of the remote sites for which contractor personnel are required to perform equipment installation.

3.2.7 EMI/RFI Identification and Resolution

The Contractor shall have a means of satellite communications EMI/RFI identification, characterization, and geo-location. The Contractor will be required to analyze and report all EMI/RFI to the Government and may be asked to participate in exercises involving EMI/RFI. The Contractor shall explain how EMI/RFI identification and resolution will be communicated to the Government.

3.2.8 Network Monitoring

- 3.2.8.1 The Contractor shall establish, and provide the U.S. Government access to a web portal to present the health of the entire solution in a consolidated view using data from multiple sources and provide alert notification via email for any change in network operational status. Access procedures for the web portal will be established after award.
- 3.2.8.2 The Contractor shall staff a 24/7/365 Network Operations Center (NOC) as a focal point for network access, technical support, and troubleshooting. NOC staff shall be English-speaking and U.S. citizens.



- 3.2.8.3 The Contractor shall provide status reporting on equipment status, network status, and network utilization. The Contractor shall create and manage trouble tickets. The Contractor shall produce monthly and annual resource utilization reports. These are post-award contract deliverables. See Section L.22.2 regarding submission of post-award contract deliverables.

3.2.9 Frequency Clearances and Approvals

- 3.2.9.1 The Contractor shall describe the frequency clearance requirements for each of the South American locations and explain how the requirements will be met to allow transmission in Host Nations. The Contractor shall support Host Nation Agreement (HNA) efforts in obtaining international approvals for radio spectrum operations under this contract in foreign nations. The Contractor shall ensure that international services provided under this contract may be provided as scheduled with the full approval of each affected host nation. Typical services may include, but are not limited to: HNA, landing rights, operating agreements, site licenses, and frequency clearances.
- 3.2.9.2 Frequency Clearances for all terminals shall be required prior to the start of managed network services.
- 3.2.9.3 Frequency Clearances shall be requested for the maximum time period allowed by the host nation, up to the life of the contract.
- 3.2.9.4 The Contractor shall provide the Government with copies of regulatory licenses and approvals obtained to operate and use the spectrum for countries within the required service region.

3.2.10 Additional Requirements

- 3.2.10.1 The Contractor shall provide all required software and firmware for all contractor furnished equipment. See Section L.22.2 regarding submission of post-award contract deliverables.
- 3.2.10.2 The Contractor will provide an unpriced Bill of Materials (BOM) in Microsoft Excel that will include services, equipment, and labor (See Attachment J-19 or J-20).

4.0 Performance

4.1 Locations



Work is to be performed at contractor facilities and at remote sites in South America. All equipment shall be shipped from the Contractor's facility to the remote sites in South America after successful completion of testing. All travel expenses, shipping costs, taxes, customs fees and tariffs will not be evaluated as part of the price proposal.

4.2 Period of Performance

The period of performance for this Task Order will be five (5) years. In addition to the CLINs priced by the Contractor during the 5-year period of performance (Years 1 through 5), the Contractor shall propose pricing for the two CS3 option periods: one (1) three-year option period (Years 6 through 8) followed by one (1) two-year option period (Years 9 and 10), and the FAR 52.217-8 six-month extension option.

In the first six months after contract award, the Contractor shall acquire, integrate, test, and deliver the requested capability.

5.0 Government Support

5.1 Government Furnished Equipment/Facilities:

- Power (110 VAC or 220 VAC) will be provided at two of the sites: Puerto Williams, Chile and Ventiocho de Novembre, Argentina).
- A complete sensor and motion-activated surveillance system will be provided for testing at the Contractor's facility. Upon successful completion of testing, all GFE will be returned to the Government. The GFE used for testing will be identical to the equipment at the remote locations.
- An approved remote site where the Contractor will install the self-contained environmental enclosure and terminal equipment.
- One sensor system has been installed at each of the six EAA site and has a standard Ethernet connection, the sensor system will require PoE: +5V / 250 mA or PoE IEEE 802.3af from the Contractor.
- One motion-activated surveillance camera system has been installed at each of the six EAA sites and has a standard Ethernet connection, they will require PoE: +5V / 250 mA or PoE IEEE 802.3af from the Contractor.

6.0 Security

The Contractor shall articulate processes and procedures to address the security requirements for personnel assigned to the task order. All Contractor personnel assigned to this task shall be US citizens and possess at least United States Moderate Background Investigation (MBI) public trust clearances.

The Contractor shall ensure that all controlled unclassified information is safeguarded in accordance with the guidance provided in DoDM 5200.1, Volume 4, Information Security Program: Controlled Unclassified Information (CUI).



7.0 Deliverables

7.1 Pre-Award Deliverables (Submitted with Contractor's Proposal)

The following deliverables will be used to document the comprehensiveness of the Contractor's complex satellite solution for the Environmental Data Network.

- FSS solutions require Link Budgets
- FSS solutions require maps with clearly depicted and labeled contour lines, demonstrating coverage across the required locations. Contour lines should clearly demonstrate satellite gain to noise temperature ratio (G/T), effective isotropic radiated power (EIRP),
- MSS solutions require coverage maps and contour lines.
- High-level Network Architecture diagram showing nodes and gateway locations
- Bill of Materials
- Original Equipment Manufacturer (OEM) Terminal/Equipment Technical Specifications (e.g. datasheets)
- Project Schedule (submitted in Adobe Portable Document Format (PDF))

7.2 Post-Award Deliverables

- Detailed Network Configuration Documentation, and Transmission Plans
- OEM Documentation and Manuals for all Contractor Installed Equipment.
- Test Plan
- Testing and installation completion reports
- HNA Frequency Clearances, Regulatory Licenses and Approvals
- Status Reports
- Detailed Network Configuration
- Transmission Plan (for FSS only)

8.0 Pricing

8.1 Instructions

Section B (Supplies or Services and Prices/Costs) and the STO #1 Excel Workbook (Attachment J-9) contain all pricing instructions.

(END OF SECTION J, ATTACHMENT J-10)



ATTACHMENT J-12

Sample Task Order (STO) #3 – BASE COMMUNICATIONS NETWORK FOR OUARGLA, ALGERIA

1.0 Introduction

The U.S. Government Organization (USGO) requires a complete solution for base communications in Ouargla, Algeria. The solution will be Government-owned contractor-operated. There are 42 buildings of concrete construction, of which 40 are located within a four (4) square mile area in the center of the base. Detailed architectural drawings are not available. The base is approximately (5 mi x 5 mi) 25 square miles. The base serves approximately 1,000 personnel stationed in the Sahara Desert and communications services are required for all buildings on the base. The buildings are one and two story buildings and there are no terrain features that will mask wireless transmissions within the base boundaries. Existing telecommunications infrastructure on the base installed by the Government provides Wide Area Network (WAN) and Local Area Network (LAN) connectivity for all buildings. All WAN and LAN networking components (e.g. wiring, switches, routers, etc.) have been installed and provide Power-over-Ethernet (PoE). The Central Office and demarcation is located in the Communications Center (Building G). The interface for all networks will be a fiber optic card with SC connection. The contractor can install equipment in wiring closets and the Government will provide space, power, and cooling for the equipment. All buildings have telco/network closets and are wired with 110VAC electrical outlets, Voice over Internet Protocol (VoIP) phones, and those with Internet access requirements are wired with at least one CAT 5 Ethernet cable jack per office or desk. All VoIP phones are connected to the Defense Switched Network (DSN) and NIPRNET (hereinafter referred to as NIPR).

2.0 Objective

The objective is to obtain a complex SATCOM solution that provides base communications meeting the objectives described in this STO. Included is engineering support, system design; hardware procurement, installation, integration, and testing; communications services; logistics support; and program management. The overall objective is for the Contractor to design, test, implement, operate and maintain a total solution that provides reliable communications for all personnel and units at the operating base at Ouargla, Algeria at the most affordable cost to the Government.

3.0 Summary of Requirements

The Contractor shall propose a solution compliant with all sample task order requirements that delivers the required quality of service and availability and articulates rationale for the choice of architecture and components, including life cycle cost considerations.



Services to be provided by the Contractor include:

- System design
- System Architecture and Documentation
- Integration
- Testing
- System Engineering
- On-going maintenance and operational support services
- Customer care and help desk support
- Wireless High-speed Internet service
- Wired CAT 5 Internet service
- Commercial encryption of the satellite link
- Cellular telephone service (base station 4G LTE (Long Term Evolution) and associated hardware) to provide voice and data transmission. Cellular phone service required for local (intra-base) and long distance (via DSN) calling
- Point of Sale (POS) Service for Government furnished POS terminals
- Satellite connectivity to the military base

3.1 Management Requirements

3.1.1 The Contractor shall provide a detailed project schedule (e.g., Microsoft Project or equivalent) in PDF format for the entire Task Order lifecycle.

3.1.2 The Contractor shall discuss:

- 3.1.2.1 The roles and responsibilities of the Contractor and Subcontractors that will contribute to the solution, how work will be partitioned among subcontractors (if applicable) and how subcontractors will be managed.
- 3.1.2.2 Procedures to ensure establishment and maintenance of the logical and physical enclaves of Government encrypted traffic (NIPR, SIPRnet (hereinafter referred to as SIPR), secure voice) and contractor-provided services to avoid spillage. Red and black separation is already provided on the base and all current network cabling is already isolated for public internet, NIPR and SIPR.
- 3.1.2.3 An approach for the implementation of a web portal to present the health of the entire solution in a consolidated view.
- 3.1.2.4 Program management approach, procedures, and performance metrics and provide an explanation of how they will be used to ensure timely system development, installation and operation.



- 3.1.2.5 Processes and procedures to comply with all workforce and environmental regulations prior to and during installation of telecommunications infrastructure (e.g., satellite terminal installation).
- 3.1.2.6 Identification and assessment of risks and a mitigation strategy that minimizes cost, schedule, and performance risk.
- 3.1.2.7 Management procedures to ensure network quality of service is not diminished during peak usage of wired Internet, wireless hotspots, and cellular service.
- 3.1.2.8 Process and procedures required to develop and furnish the deliverables in Section 7.2.

3.2 Technical Requirements

3.2.1 System Engineering

- 3.2.1.1 The Contractor shall develop and document the requisite communications infrastructure to meet the requirements.
- 3.2.1.2 The Contractor shall discuss how the design of the network and network components incorporates physical and logical hardening to withstand the rigors of the Sahara Desert conditions (e.g., extreme temperatures, haboob, etc.).
- 3.2.1.3 The Contractor shall explain the rationale for the proposed network and components, including lifecycle cost considerations. The Contractor shall discuss how lessons learned from previous projects were incorporated.
- 3.2.1.4 The Contractor shall clearly explain their recommendation for bandwidth, stating assumptions, to ensure that only the necessary amount of bandwidth is leased to support their proposed aggregate throughput requirements; additionally, the Contractor shall state their assumptions for network device (e.g. VoIP phone, computer, etc.) utilization estimates on NIPR, SIPR, public internet, and Wi-Fi, when engineering their solution. The Contractor shall explain the rationale for their proposed throughput and utilization estimates based off of the requirements in Section 3.2.6 and the assumptions made by the Contractor. The Contractor shall implement configuration management, prepare engineering documents and reference manuals, and provide engineering and testing services.



3.2.1.5 The Contractor shall identify valid installation challenges and risks (excluding any items provided Government Furnished Equipment (GFE)), and provide realistic mitigation for each.

3.2.1.6 The Contractor shall discuss how their system incorporates reliability, availability, maintainability, security, network monitoring and interoperability.

3.2.1.7 The Contractor shall address system flexibility and optimization, accommodating potential future needs to support either new sites or higher per-site data transfer needs or spectral optimization to minimize bandwidth needs.

3.2.2 System Design

The Contractor shall design a system that:

3.2.2.1 Is a closed network with no connection to Algerian telecommunications infrastructure.

3.2.2.2 Provides connectivity to a U.S. Government Gateway that will deliver voice and data services (NIPR) and secure voice and data (SIPR). The Government will install NIPR, SIPR, and sensitive but unclassified voice capabilities (i.e. Defense Switched Network (DSN)) and encrypt this traffic prior to connection to the contractor services. The Contractor must provide transport of this black core network from the operating base in Ouargla to a commercial teleport. The traffic will be backhauled from the commercial teleport to a DoD Gateway for connection to the DoD Information Network (DoDIN). For the purpose of this STO, the Contractor may connect to one of the following DoD Gateways: Lago di Patria, Italy; Ramstein Air Base (AB), Germany; Fort Belvoir, VA, or Naval SATCOM Facility (NAVSATCOMFAC), Northwest, VA for DoDIN access. The Contractor shall identify their proposed DoD gateway based on the most efficient terrestrial connection between their proposed commercial teleport and the DoD Gateway. The Contractor shall provide commercial grade encryption for their proposed SATCOM link(s) feeding the base's communications infrastructure.



- 3.2.2.3 Meets the required quality of service for high-speed Internet service, Voice over Internet Protocol (VoIP), video teleconferencing, and PoS, and meets or exceeds a system availability of 99.5% given the environmental conditions in the Sahara Desert. The Contractor is not required to include the pre-existing Government installed infrastructure in calculating their system availability for Mean Time between Failure.
 - 3.2.2.4 The satellite link and network architecture is scalable and allows for new technology insertion and network expansion.
 - 3.2.2.5 Provides a level of security appropriate for the level of information that will be processed. Minimum requirement is commercial grade encryption (e.g., Advanced Encryption Standard (AES) 256 bit encryption) for unclassified traffic over the satellite link. All DoDIN networks will be encrypted by the Government prior to connection to the Contractor's proposed network via a NSA approved Type 1 encryption device.
 - 3.2.2.6 Provides access to the public internet (provided by the Contractor) for facilities and services specified in Table 1; in addition to, NIPR, SIPR and DSN (provided by the DoD Gateway).
 - 3.2.2.7 Provides a 4G LTE cellular network that allows for local (on-base) and long distance (via DSN) calling. The Contractor shall assume that the base has no major terrain or local spectrum interference that will restrict the cellular network. The cellular network will interconnect with the DSN utilizing a 729a codec via Ethernet or fiber SC connection. The Government will permit the Contractor to utilize the existing WAN and LAN infrastructure for connectivity to the Wi-Fi access points and cellular radio network(s).
 - 3.2.2.8 Provides public internet access and Wi-Fi hotspots to the buildings specified in Table 1 for Morale, Welfare and Recreation (MWR) and commercial transactions (i.e. POS) services.
- 3.2.3. The Contractor should provide a description of the system and network diagrams of all Offer installed network components that demonstrate connectivity between all required structures on the base to include physical and wireless connections, and access points for Government review/approval.



3.2.4 The Contractor shall develop a test plan for the network and provide it to the Government for review/approval no later than 30 days after award. The Government reserves the right to attend all tests. The Contractor shall provide completed test reports to the Government within ten (10) days of test completion. This will be a post-award contract deliverable. See Section L.22.2 regarding submission of post-award contract deliverables.

3.2.5 All equipment delivered as part of the complex satellite solution shall be new equipment. The Contractor shall provide Original Equipment Manufacturer (OEM) documentation for all of the Contractor installed equipment. The Offer shall provide the following equipment documentation with the proposal:

- Original Equipment Manufacturer (OEM) cellular base station specifications
- OEM network equipment specifications to include Wi-Fi hot spots
- OEM Satellite Terminal/Equipment Technical Specifications

3.2.5.1 The Contractor shall provide a high-level network architecture diagram showing nodes and gateway locations and a base coverage map of cellular service, including in-building and overall coverage. The Contractor should provide assumptions concerning the cellular network components (e.g. repeaters) required to deliver the Wi-Fi requirements.

3.2.5.2 The Contractor shall provide as-built drawings for all equipment installations. This will be a post-award contract deliverable. See Section L.22.2 regarding submission of post-award contract deliverables.

3.2.5.3 The Contractor shall provide software configurations for all equipment. This will be a post-award contract deliverable. See Section L.22.2 regarding submission of post-award contract deliverables.

3.2.6 Infrastructure and Communication Services Requirements

The Contractor's proposed satellite solution shall supports an aggregate data throughput that meets or exceeds the minimum Quality of Service requirements specified for voice, data and video traffic. The total number of base connections required is specified in Table 1. The Contractor shall describe their technical approach in developing their technical design.

3.2.6.1 The high-speed Internet Quality of Service minimum requirement is 128 kbps per computer on the network.



- 3.2.6.2 The VoIP Quality of Service minimum requirement is 32 kbps per VoIP phone.
- 3.2.6.3 The video teleconferencing Quality of Service minimum requirement is 128 kbps per conference room.
- 3.2.6.4 The Point of Sale (POS) Quality of Service minimum requirement is a rapid (4-6 seconds) satellite transmission of data to and from POS locations on the base to a credit card network for authorization of a transaction. All POS terminals are connected to the public internet.
- 3.2.6.5 The cellular telephone service minimum requirement is measured by the grade of service (GoS), which measures the ratio of unsuccessful calls to total calls attempted. For the cellular circuit, the minimum requirement for the GoS is 0.02. This means that two users of the circuit group out of a hundred will encounter a call refusal during peak traffic periods. The Government DSN voice system will meet the 0.02 GoS requirement for VoIP. Peak cellular use is not expected to exceed 50 simultaneous users. The cellular base station should be sized to support 1000 users to allow for future expansion. Current cellular user population is 300 devices. Users will access the cellular system using Government issued devices (e.g., iPhone, Blackberry, Android).
- 3.2.6.6 The Contractor shall provide the satellite transport infrastructure and communications services to support all wired and wireless (public internet, NIPR and SIPR), VoIP service (DSN), Video Teleconferencing (VTC), and POS service as described in Table 1 below.
- 3.2.6.7 Buildings requiring NIPR, SIPR, and secure voice will be connected to a Government black core network. The contractor is not required to procure, install, or operate any equipment for the black core network; however, this encrypted traffic will require transport via the contractor's commercial satellite backhaul to the contractor's teleport and require connection from the contractor's network to a Government point of presence.
- 3.2.6.8 Traffic, excluding the black core network, is expected to be 90% web (HTTP/HTTPS) and 10% other. Of the web traffic, up to 20% may be used for high-bandwidth services including video. The vast majority of voice calls are expected to be to destinations in Europe and the United States.



- 3.2.6.9 Existing telecommunications infrastructure provides WAN and LAN connectivity. The Contractor shall provide:
- Maintenance of the network including backhaul connections and equipment
 - Maintenance and testing of all circuits
 - Installation of all backhaul equipment
 - Verifying operation of computer connections, VoIP phones, and Wi-Fi hotspots for all buildings



Table 1. Infrastructure and Communications Services Requirements

Building	Description	Qty	Communication Service Requirement
Offices (A)	Two-Story building; 100 desks per building; 10 conference rooms per building	5	<ul style="list-style-type: none"> • 100 individual desks per building with Ethernet connection for VoIP phone (DSN) and NIPR • 10 conference rooms per building that provide 12 wired LAN ports; six (6) each for NIPR and SIPR access and one (1) video teleconferencing (VTC) unit connected to SIPR. • SIPR service required for 40 of the desks per building
Junior Enlisted Barracks (B)	Two-Story building; 100 private rooms occupied by two persons; 20,000 sq ft (200 ft x 50 ft) for each story	5	<ul style="list-style-type: none"> • Wi-Fi service for each building connected to public internet for Morale, Welfare and Recreation (MWR) supporting up to 200 connections per building • 10 VoIP phones (in common area) in each building
Senior Enlisted Barracks (D)	Two-Story building; 50 private rooms occupied by one person; one phone per room 20,000 sqft (200 ft x 50 ft) for each story	1	<ul style="list-style-type: none"> • Wi-Fi service connected to public internet for Morale, Welfare and Recreation (MWR) supporting up to 100 connections. • 50 Ethernet connections (1 per room) for VoIP phone (DSN) and NIPR. • 15 Ethernet connections for SIPR
Officers Billeting (E)	One-Story building; 30 private rooms occupied by one person; one phone per room 12,000 sqf ft (300 ft x 40 ft)	1	<ul style="list-style-type: none"> • Wi-Fi service connected to public internet for Morale, Welfare and Recreation (MWR) supporting up to 60 connections. • 30 Ethernet connections (1 per room) for VoIP phone (DSN) and NIPR. • 20 Ethernet connections for SIPR
Senior Officer Residences (F)	One-Story 1600 sq ft each (40 ft x 40 ft)	10	<ul style="list-style-type: none"> • Wi-Fi service connected to public internet for Morale, Welfare and Recreation (MWR) supporting up to 5 connections for each residence. • 1 Ethernet connections for each residence for VoIP phone (DSN) and NIPR. • 1 Ethernet connections for each private residence for SIPR
Communications Center (G)	Two-Story building, Central Office on top story	1	<ul style="list-style-type: none"> • 25 Ethernet connections for VoIP phone (DSN) and NIPR • 25 Ethernet connections for SIPR • 2 conference rooms that provide 10 wired LAN ports; five (5) each for NIPR and SIPR access and one video teleconferencing (VTC) unit. VTC will be connected to SIPR.
Base Headquarters (H)	One-Story	1	<ul style="list-style-type: none"> • 25 Ethernet connections for VoIP phone (DSN) and NIPR • 25 Ethernet connections for SIPR • 2 conference rooms that provide 20 wired LAN ports; ten (10) each for NIPR and SIPR access and one (1) video teleconferencing (VTC) unit connected to SIPR.
Supply Warehouse (I)	One-Story	2	<ul style="list-style-type: none"> • 5 Ethernet connections for VoIP phone (DSN) and NIPR per building • 2 Ethernet connections for SIPR per building
Armory (J)	One-Story	1	<ul style="list-style-type: none"> • 5 Ethernet connections for VoIP phone (DSN) and NIPR • 1 Ethernet connections for SIPR



Building	Description	Qty	Communication Service Requirement
Maintenance Facilities (K)	One-Story	3	<ul style="list-style-type: none">• 3 Ethernet connections for VoIP phone (DSN) and NIPR per building• 1 Ethernet connections for SIPR per building
Commissary (L)	One-Story	1	<ul style="list-style-type: none">• 3 Ethernet connections for VoIP phone (DSN) only• 12 Ethernet connections to public internet for point of sale (POS) terminals
Gas Station (M)	One-Story	1	<ul style="list-style-type: none">• 1 Ethernet connection for VoIP phone (DSN) only• 6 Ethernet connections to public internet for point of sale (POS) terminals
Base Exchange (N) 8000 sqf ft (80 ft x 100 ft)	One-Story	1	<ul style="list-style-type: none">• 3 Ethernet connections for VoIP phone (DSN) only• 12 Ethernet connections to public internet for point of sale (POS) terminals• Wi-Fi service connected to public internet supporting up to 200 connections
MWR Facility (O) 6300 sqf ft (70 ft x 90 ft)	Two-Story	1	<ul style="list-style-type: none">• 15 Ethernet connections for VoIP phone (DSN) only• 15 Ethernet connection for public internet• 4 Ethernet connections to public internet for point of sale (POS) terminals• Wi-Fi service connected to public internet supporting up to 100 connections
Base Dining Facility (P) 10,000 sqf ft (100 ft x 100 ft)	One-Story	1	<ul style="list-style-type: none">• 3 Ethernet connections for VoIP phone (DSN) only• 5 Ethernet connection for public internet• Wi-Fi service connected to public internet supporting up to 100 connections
Base Library (Q) 6300 sqf ft (70 ft x 90 ft)	One-Story	1	<ul style="list-style-type: none">• 5 Ethernet connections for VoIP phone (DSN) only• 10 Ethernet connection for public internet• Wi-Fi service connected to public internet supporting up to 50 connections
Base Security (R)	One-Story	1	<ul style="list-style-type: none">• 10 Ethernet connections for VoIP phone (DSN) and NIPR• 5 Ethernet connections for SIPR
Base Fire Department (S)	One-Story	1	<ul style="list-style-type: none">• 5 Ethernet connections for VoIP phone (DSN) and NIPR• 2 Ethernet connections for SIPR
Base Medical Facility (T)	One-Story	1	<ul style="list-style-type: none">• 20 Ethernet connections for VoIP phone (DSN) and NIPR• 5 Ethernet connections for SIPR
Base Chapel (U)	One-Story	1	<ul style="list-style-type: none">• 4 Ethernet connections for VoIP phone (DSN) and NIPR•
Base Entrance Facility (V)	One-Story	2	<ul style="list-style-type: none">• 2 Ethernet connections for VoIP phone (DSN) and NIPR per building• 1 Ethernet connection for SIPR per building

3.2.7 Additional Infrastructure and Services Requirements

3.2.7.1 The Contractor shall provide all public Internet access through a U.S. based Internet Point of Presence (PoP).



3.2.7.2 The Contractor shall provide cellular telephone service with a service coverage area of the entire operating base in Ouargla, Algeria (5 mi x 5 mi) 25 square miles. The cellular network shall provide connectivity to the base DSN phone service and the Contractor provided public Internet.

3.2.7.3 Computers and laptops using the network will be Government owned. The Contractor is not required to provide any computers or laptops as part of the solution.

3.2.7.4 All off-base calling (including cellular) will be via DSN

3.2.8 Lifecycle Management

3.2.8.1 The Contractor shall present an approach for lifecycle management (on-going maintenance and operational support services, customer care and help desk support to include electromagnetic interference (EMI)/radio frequency interference (RFI) resolution support. The Contractor shall provide a logistics support plan that maximizes use of standard commercial off the shelf equipment, interoperable components, and minimizes numbers and types of spares. The plan shall address inventory management, and maintenance planning, to include the approach to minimize the mean time between failure and mean time to repair. This will be a post-award contract deliverable. See Section L.22.2 regarding submission of post-award contract deliverables.

3.2.8.2 The managed network services shall include space segment, teleport, and terrestrial components as necessary to ensure a complete end-to-end communications solution.

3.2.8.3 Space segment coverage is only required for Algeria.

3.2.8.4 The Contractor shall meet or exceed a 99.5% link availability for all required satellite links.

3.2.8.5 The Contractor shall develop and provide link budgets and. shall provide maps with clearly depicted and labeled contour lines, demonstrating coverage across the required locations. Contour lines should clearly demonstrate satellite gain to noise temperature ratio (G/T), effective isotropic radiated power (EIRP), and elevation angle values for proposed satellite(s) and covered region. The Contractor shall develop and provide a detailed network architecture, configuration documentation, and transmission plans (these will be a post-award contract deliverable). See Section L.22.2 regarding submission of post-award contract deliverables.



- 3.2.8.6 The Contractor shall have a means of satellite communications electromagnetic interference (EMI) and radio frequency interference (RFI) identification, characterization, and geo-location. The Contractor will be required to analyze and report all EMI/RFI to the Government and may be asked to participate in exercises involving EMI/RFI.
- 3.2.8.7 The Contractor will be required to meet Federal and DoD Information Assurance requirements for a Moderate Impact Information System. The Contractor's information assurance boundary is where the Contractor's services connect to the user terminals/equipment (i.e., includes satellite command encryption (ground and space); systems used in the Satellite Operations Centers (SOCs), Network Operations Centers (NOCs), and teleport).

3.2.9 Frequency Clearances and Approvals

- 3.2.9.1 The Contractor shall describe the frequency clearance requirements for satellite terminal(s) and explain how the requirements will be met to allow transmission in Host Nations. The Contractor shall support Host Nation Agreement (HNA) efforts in obtaining international approvals for radio spectrum operations under this contract in foreign nations. The Contractor shall ensure that international services provided under this contract may be provided as scheduled with the full approval of each affected host nation. Typical services may include, but are not limited to: host nation approvals, landing rights, operating agreements, site licenses, and frequency clearances.
- 3.2.9.2 If additional host nation support becomes necessary during the life of the task order, contract line item numbers will be added to the order at the time they are required and shall be invoiced at pass-through rates. The Contractor may be required to provide HNAs for any nation covered within the limits defined in the coverage area, as needed by the user.
- 3.2.9.3 Frequency Clearances shall be requested for the maximum time period allowed by the host nation, up to the life of the contract.
- 3.2.9.4 The Contractor shall provide the Government with copies of regulatory licenses and approvals obtained to operate and use the spectrum for countries within the required service region.



3.2.9.5 Frequency clearance for the cellular system will be coordinated by the base spectrum manager. The Offer may assume that there is no local frequency interference that would impede the deployment of their proposed cellular network.

3.2.9.6 Wi-Fi hotspots are low power and typically not included in frequency approvals.

3.2.10 Network Monitoring

3.2.10.1 The Contractor shall staff a 24/7/365 Network Operations Center (NOC) as a focal point for network access, technical support, and troubleshooting. NOC staff shall be English-speaking and U.S. citizens.

3.2.10.2 The Contractor shall be required to coordinate with planners, managers and operators at U.S. Africa Command J-6 and the DoD Gateway where the Contractor connects to the network. The Contractor shall describe the processes and procedures for coordination with these organizations.

3.2.10.3 The Contractor shall provide status reporting on equipment status, network status, and network utilization. The Contractor shall create and manage trouble tickets. The Contractor shall produce monthly and annual resource utilization reports. These will be post-award contract deliverables. See Section L.22.2 regarding submission of post-award contract deliverables.

3.2.10.4 The Contractor shall establish, and provide the U.S. Government access to a web portal to present the health of the entire solution in a consolidated view using data from multiple sources. Access procedures for the web portal will be established after award. The Government requires the Contractor to provide the fault/incident/outage reports to the Base Communications Center and the DoD Gateway that the Contractor connects to. The Contractor is responsible for storing/maintaining fault/incident/outage reports and current network operational status on the Web Portal. Storage/archival requirement is 12 months of this data.

3.2.11 Additional Requirements



- 3.2.11.1 The Contractor shall provide all required software and firmware for all contractor furnished equipment. This will be a post-award contract deliverable. See Section L.22.2 regarding submission of post-award contract deliverables. The Contractor shall be responsible for system administration, maintaining back-ups/restoral capability, firewall management, and system security to include maintaining IA compliance of all Contractor provided network equipment.
- 3.2.11.2 The Contractor will provide an unpriced Bill of Materials (BOM) in Microsoft Excel that will include services, equipment, and labor (Attachment J-13).
- 3.2.11.3 The Contractor shall specify all site preparation requirements for Contractor provided terminals and/or shelters. The Government will coordinate for all site preparation (e.g. antenna pads, anchor points, power, grounding) prior to the arrival of Contractor equipment. The southern side of the Communications Center (building G) is clear of obstructions to allow for antenna placement.

4 Performance

4.1 Locations

Work is to be performed at Government facilities. Equipment shall be shipped to the USGO location in Algeria by Government transport. The Contractor shall deliver the equipment to a USGO CONUS location (specified after award) for subsequent shipment by the Government to Algeria. The Contractor is not required to provide shipping costs or details and will not need to identify local duties or taxes, Import or export duty fees on equipment. Technical support for operations and maintenance will be required at the USGO location in Algeria.

4.2 Period of Performance

The period of performance for this Task Order will be five (5) years.

In the first six (6) months after contract award, the Contractor shall acquire, integrate, test, and deliver the requested capability.

5 Government Support

Contractor support will be provided in accordance with the US Africa Command Reporting Instructions (<http://www.africom.mil/newsroom/documents>). The Government will provide pre-deployment preparation, food, lodging, emergency medical treatment, and other life support for contractors assigned to support the USGO location in Algeria.



5.1 Government Furnished Equipment/Facilities

The Government will provide contractor workspace in Maintenance Facility, Building (K) and Communications Center, Building (G).

The Government will provide space to install, manage, and maintain equipment in the Communications Center, Building (G) and for equipment storage in one of the Supply Warehouses, Building (I).

The Government will provide the Communications Security (COMSEC) equipment (e.g., Secure Terminal Equipment (STE) or Viper) for voice services and High Assurance Internet Protocol Encryptor (HAiPE) for SIPR services.

The Government will provide Point of Sale (POS) terminals. The POS terminals require an Ethernet connection to the public Internet.

The Government will provide a ground mounting location for the satellite antenna and a structure to house the remainder of the satellite equipment.

The Government will provide 110 VAC and 220 VAC for primary power for satellite components, to include baseband equipment and other network components.

The Government will provide all local systems administration and network management of the NIPR, SIPR and VoIP (DSN) networks.

The Government will provide all VoIP devices (Cisco Unified IP Phone 7961g employing G.729a audio compression codec).

6 Security

The Contractor shall articulate processes and procedures to address the security requirements for personnel assigned to the task order.

6.1 Contractor personnel will be required to have Government authorization, a U.S. SECRET clearance, a U.S. Government-issued Common Access Card, an approved Visitor Authorization Request to access the USGO facility in Ouargla, Algeria, and meet the applicable U.S. Africa Command Reporting Instructions requirements prior to travelling.

6.2 All Contractor personnel with access to key operational security information (e.g., unit locations, troop movement information) and key personnel (e.g., Program Manager) and all Contractor personnel performing system administration functions shall possess United States SECRET security clearances.



6.3 The Contractor shall ensure that all sensitive and classified information is safeguarded in accordance with the guidance provided in the CS3 DD254. Although the Contractor may be provided access to SECRET information in order to accomplish tasks, documents generated shall not include classified information unless directed by the Government and in accordance with classification guidelines and standards for documentation.

7 Deliverables

7.1 Pre-Award Deliverables (Submitted with Contractor's Proposal)

The following deliverables will be used to document the comprehensiveness of the Contractor's complex satellite solution for the Base Communications Network for Ouargla, Algeria.

- Satellite Link Budget
- Original Equipment Manufacturer (OEM) cellular base station specifications
- OEM Satellite Terminal/Equipment Technical Specifications
- OEM network equipment specifications to include Wi-Fi hot spot
- Base coverage map of cellular service, including in-building and overall coverage
- High-level Network Architecture diagram showing nodes and gateway locations
- Maps with clearly depicted and labeled contour lines, demonstrating coverage across the required locations. Contour lines should clearly demonstrate satellite gain to noise temperature ratio (G/T), effective isotropic radiated power (EIRP), and elevation angle values for proposed satellite(s) and covered region
- Bill of Materials
- Schedule

7.2 Post-Award Deliverables

- Test Plan
- Logistics Support Plan
- HNA Frequency Clearances, Regulatory Licenses and Approvals
- As-built Drawings
- Software Configurations
- Status Reports
- All required software and firmware for Contractor furnished equipment
- Original Equipment Manufacturer (OEM) documentation for all of the Contractor installed equipment, reference manuals and engineering documents

8 Pricing

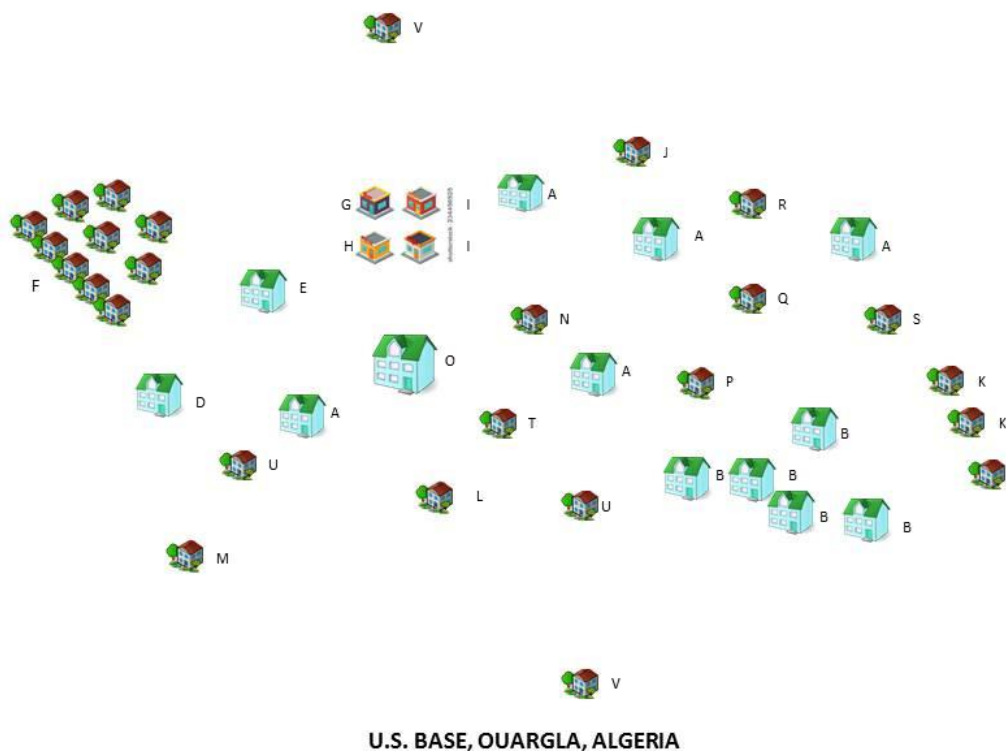
The Contractor is not required to provide any pricing for this Task Order at this time.



9 U.S, Base Ouargla, Algeria Diagram

The below diagram depicts the structures requiring services. There are 42 buildings, of which 40 are located within a 4 square mile area in the center of the base. The base is approximately (5 mi x 5 mi) 25 square miles. The base entrances are approximately 1.5 miles from the center of the base.

Note: The diagram is not drawn to scale.



(END OF SECTION J, ATTACHMENT J-12)



ATTACHMENT J-14 DD FORM 254 TEMPLATE

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DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED: SECRET b. LEVEL OF SAFEGUARDING REQUIRED: SECRET	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable) X a. PRIME CONTRACT NUMBER GS00Q17NRD4016 b. SUBCONTRACT NUMBER c. SOLICITATION OR OTHER NUMBER DUE DATE (YYYYMMDD)			3. THIS SPECIFICATION IS: (X and complete as applicable) X a. ORIGINAL (Complete date in all cases) Date (YYYYMMDD) b. REVISED (Supersedes all previous specs) Revision No. Date (YYYYMMDD) c. FINAL (Complete item 5 in all cases) Date (YYYYMMDD)		
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO, If yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract					
5. IS THIS A FINAL DD FORM 254 <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO, If yes, complete the following: In response to the contractor's request dated _____ retention of the classified material is authorized for the period of:					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
8. ACTUAL PERFORMANCE					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT: This contract is to provide global satellite transmission services as specified in the statement of work associated with the respective task order.					
10. CONTRACT WILL REQUIRE ACCESS TO			11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		
	YES	NO		YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	X		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTORS FACILITY OR GOVERNMENT ACTIVITY		X
b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X	
d. FORMERLY RESTRICTED DATA		X	d. FABRICATE MODIFY OR STORE CLASSIFIED HARDWARE	X	
e. INTELLIGENCE INFORMATION			e. PERFORM SERVICES ONLY		X
(1) Sensitive Compartmented Information (SCI)		X	f. HAVE ACCESS TO US CLASSIFIED INFORMATION OUTSIDE THE U.S. PUERTO RICO U.S. POSSESSIONS AND TRUST TERRITORIES	X	
(2) Non-SCI	X		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	X	
f. SPECIAL ACCESS INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT	X	
g. NATO INFORMATION		X	i. HAVE TEMPEST REQUIREMENTS	X	
h. FOREIGN GOVERNMENT INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	X	
i. LIMITED DISSEMINATION INFORMATION		X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	X	
j. FOR OFFICIAL USE ONLY INFORMATION	X		l. OTHER (specify) SEE ITEM #13		
k. OTHER (Specify) (1) Personnel Minimum Security Clearance	X		(1) Visit Access Requests (2) Have Information Assurance Requirements (3) Ensure subcontractors comply with all DD-254 requirements	X	

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

☐ DIRECT ☒ THROUGH (Specify)

DISA Public Affairs/CIO Offices, GSA Public Affairs, USSOCOM Public Affairs Officer for SCAMPI Information, Future COMSATCOM Services Acquisition Contracting Officers, DITCO Ordering Authority (for DoD task orders).

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.

*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

10a. The requirements and procedures for the protection of COMSEC information are set forth in the National Industrial Security Program Operating Manual (NISPOM) [current edition: DoD 5220.22-M dated February 28, 2006]. The COMSEC requirements of the NISPOM are imposed on the contractor for safeguarding the COMSEC information. Contractor is authorized to receive Government furnished cryptographic equipment. Access to any classified COMSEC information requires special briefings at the contractor's facilities. Access to classified COMSEC information requires a final U.S. Government clearance at the appropriate level. Non-accountable COMSEC information, though not tracked in the COMSEC material control system, may still require a level or control within a document control system; refer to NSA/CSS Manual 3-16, Control of Communications Security Material, page E-4 for guidance. Methods of destruction of classified COMSEC material shall comply with the NISPOM (Ref: Section 5-705 of DoD 5220.2-M). Further disclosure of COMSEC information by a contractor, to include subcontracting, requires prior approval of the government contracting activity. DoD 5220.22-M provided under separate cover.

10e(2). The contractor will abide by DCID 6/6 (formerly 1/7), Security Controls on the Dissemination of Intelligence Information, 11 July 2001. This document must be ordered upon receipt of COMSEC account.

10j. For Official Use Only information provided under this contract shall be safeguarded as specified in the NISPOM and the Defense Information System Network (DISN) Security Classification Guide [current edition: DISA Circular 300-110-3 dated August 14, 2008]. Contractor will be provided with and will abide by DoD Regulation 5400.7, DoD Freedom of Information Act Program, and DoDM 5200.1, Volume 4, Information Security Program: Controlled Unclassified Information (CUI). DISA Circular 300-110-3 and DoD Regulations 5400.7 and DoDM 5200.1, Volume 4 provided under separate cover.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract ☒ YES ☐ NO
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is required.)

TEMPEST requirements apply; guidance provided in block 13 as reference item 11i. OPSEC requirements apply; guidance provided in block 13 as reference item 11j. Information Assurance requirements apply; guidance provided in block 13 as reference item 11l(2). Subcontractor compliance requirements apply; guidance provided in block 13 as reference item 11l(3).

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the COGNIZANT SECURITY OFFICE. ☐ YES ☒ NO
(If yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

Donald V. Carlson

b. TITLE

Systems and Security Program Manager

c. TELEPHONE (Include Area Code)

(703) 306-6261

d. ADDRESS (Include Zip Code)

GSA/FAS/ITS, Service Development Division,
(QTCAB)
1800 & F Sts NW, Room 4039C
Washington DC 20405

e. SIGNATURE

X

Donald V. Carlson
Systems and Security Program Manager

17. REQUIRED DISTRIBUTION

X

a. CONTRACTOR

☐

b. SUBCONTRACTOR

X

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

X

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY
ADMINISTRATION

X

e. ADMINISTRATIVE CONTRACTING OFFICER

X

f. OTHERS AS NECESSARY
DISA Industrial Security (MPS6)



ATTACHMENT J-15

DD FORM 254 TEMPLATE CONTINUATION PAGES

Prime Contract Number: GS00Q17NRD4016
Contractor (TeleCommunication Systems Inc.)

10k(1). IAW DoD 5200.2-R, Personnel Security Program (current edition: January 1987, through Change 3, February 23, 1996), Contractor positions established in support of the Complex Commercial SATCOM Solutions (CS3) contract are assigned to one of two sensitivity designations Automated Data Processing II (ADP-II), Non-critical-Sensitive Positions or ADP-III, Non-sensitive Positions. The Contractor will ensure that individuals assigned to each sensitivity designation, as determined by the Government, have completed the appropriate forms and investigations. Necessary security clearances will be based on Defense Security Service (DSS) checks.

Required investigations will be completed prior to the assignment of individuals to sensitive duties associated with the position. The Contractor will forward employee clearance information to Defense Information System Agency (DISA) Industrial Security (MPS6).

DISA retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status, whose action, while assigned to activities associated with this contract, clearly conflict with the interests of the Government. The reason or removal will be fully documented in writing by the Contracting Officer. When and if such removal occurs, the Contractor will within 30 working days assign qualified personnel to any vacancies thus created.

DoD 5200.2-R provided under separate cover.

11c: Contractor will reference the appropriate security classification guidance when generating or deriving classified material or hardware. All classified information received or generated will be properly stored and handled according to the markings on the material. All classified information received or generated is the property of the U.S. Government. At the termination or expiration of this contract, the U.S. Government will be contacted for proper disposition instructions. Contractor will abide by the following security classification guidance:

- DISA Circular 300-110-3, "Defense Information System Network (DISN) Security Classification Guide" [current edition dated August 14, 2008]. DISA Circular 300-110-3 provided under separate cover.
- DoDM 5200.01 Volume 1, Security Program Overview; Volume 2, Marking of Classified; and Volume 3, Protection of



Classified. DoDM 5200.01 Volumes 1, 2 and 3 will be provided under separate cover.

11d: The Contractor is required to store Communications Security (COMSEC) equipment (i.e., STEs), and associated keying material (i.e., Fortezza cards), classified document hardcopies, classified document softcopies and is required to have the following requirement(s): not less than an GSA-approved, 2 drawer, 2 cubic feet safe for storage of classified material.

11f: Contractor and its Subcontractors, when traveling or performing work outside the United States, Puerto Rico, and U.S. Possessions and Trust Territories under this contract shall:

- i. Affiliate with the Overseas Security Advisory Council, if the Contractor or Subcontractor is a U.S. entity;
- ii. Ensure personnel who are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor or Subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- iii. Provide personnel with antiterrorism/force protection awareness information commensurate with that the DoD provides to its military and civilian personnel, to the extent such information can be made available prior to travel outside the U.S.;
- iv. Obtain and comply with the most current antiterrorism/force protection guidance for Contractor personnel;
- v. Restrict performance of classified work to the sites indicated in the individual task orders.

11g: Technical information on file at the Defense Technical Information Center (DTIC) will be made available to the Contractor if the Contractor requires such information.

11h: The requirements and procedures for the protection of COMSEC information are set forth in the National Industrial Security Program Operating Manual (NISPOM) [current edition: DoD 5220.22-M dated February 28, 2006, Incorporating Change 1, March 28, 2013]. The COMSEC requirements of the NISPOM are imposed on the Contractor for safeguarding the COMSEC information. Contractor is authorized to receive Government furnished cryptographic equipment. Access to any classified COMSEC information requires special briefings at the Contractor's facilities. Access to classified COMSEC information requires a final U.S. Government clearance at the appropriate level. Non-accountable COMSEC information, though not tracked in



the COMSEC material control system, may still require a level or control within a document control system; refer to NSA/CSS Manual 3-16, Control of Communications Security Material, page E-4 for guidance. Methods of destruction of classified COMSEC material shall comply with the NISPOM (Ref: Section 5-705 of DoD 5220.22-M). Further disclosure of COMSEC information by a Contractor, to include subcontracting, requires prior approval of the Government contracting activity. DoD 5220.22-M and NSA/CSS Manual 3-16 provided under separate cover.

11i: The Contractor shall not process classified information by electrical means prior to a DISA TEMPEST evaluation of the equipment/systems and facility, and written DISA certification that the facility meets DISA TEMPEST criteria. In order to expedite the DISA TEMPEST evaluation, the Contractor shall provide a list of equipment, to include model number, which is associated with the processing of classified information. In addition, the estimated percentage of classified information processed, cable/conduit runs, a floor plan layout that depicts placement of equipment in relation to other rooms, equipment distances from walls or uncontrolled areas, and physical security being afforded the equipment both during processing and after hours. The above TEMPEST evaluation and DISA approval will not be required if previous DISA approval can be furnished and is no more than 2 years old. The existing approval must be for processing information at the same or higher level and at the same facility and items of equipment. The DISA Certified TEMPEST Technical Authority is the only authorized approving agent for TEMPEST systems within DISA.

11j: The Contractor will comply with Operations Security (OPSEC) requirements contained in the contract, NISPOM (Ref: DoD 5220.22-M), and the Industry Security Regulation (Ref: DoD 5220.22-R, Chapter 10, *Operations Security (OPSEC)*). Contractual OPSEC requirements above those contained within NISPOM shall be included in the appropriate requisition documentation (e.g., Task Order (TO) Request for Proposal) and resultant contract addendum (e.g., TO Order in sufficient detail to ensure complete Contractor understanding of exactly what special OPSEC provisions are required. DoD 5220.22-R provided under separate cover.

11k: Contractor authorization to use the Defense Courier Service will be obtained IAW DoDI 5200.33, "Defense Courier Operations" [Current edition: June 30, 2011]. DoDI 5200.33 provided under separate cover.

11l(1): All Visit Access Requests (VARs) by Contractors shall be sent via the Joint Personnel Adjudication System (JPAS) to the DISA VAR Center (JPAS SMO:DKABAA10) or appropriate Security Management Office (SMO) for the effort. The COR/TM must be notified and approve the VAR and need to know certification prior to sending the request to the facility being visited. Contractors must also provide a copy of the VAR to the security manager.



11I(2): The Contractor will comply with the Information Assurance (IA) requirements contained in the contract. Minimum IA requirements provided under separate cover.

11I(3): The Contractor will include all DD-254 requirements in all subcontracts necessary to delivery COMSATCOM services meeting the requirements contained in the contract and in this DD-254 (e.g., vendor providing satellite bandwidth for a specific Task Order). Contractor will ensure Subcontractor compliance with all DD-254 requirements.

General Information:

The COR/TM must be notified and approve the receipt and/or generation of classified information under this contract.

All classified information received and/or generated under this contract is the property of the U.S. Government regardless of proprietary claims. Upon completion or termination of this contract, the U.S. Government will be contacted for destruction or disposition instructions.

(END OF ATTACHMENT J-15)



ATTACHMENT J-17 Sample Task Order Link Budget Template

Template Instructions	
Please use one tab per link when submitting your Link Budgets. For each additional link past the first, new tabs should be created and completed. For example, a full duplex, 512 kbps link would require two tabs in the link budget template. One tab would be the link showing site A to site B while the second tab would demonstrate the link from site B to site A. One workbook with multiple tabs may be used for all links; it is not necessary to submit separate workbook files for each link. Please use a separate workbook file for each STO. Definitions for each parameter in the link budget are below.	
Top of Document (header information)	
LINK NAME	Descriptive name for the link contained on that tab.
Sample Task Order #:	Indicate the STO to which the Contractor is responding.
DATE	Date link budget prepared
Block 1, Satellite Characteristics	
1a. Satellite Name	Name of satellite being proposed
1b. Satellite Longitude (West/East) [deg]	Orbital location of satellite
1c. Uplink/Downlink Beam	Uplink/Downlink Beam name on which proposed transponder is located (ie. MEK, NA, Regional, etc.)
1d. Transponder Id	Name of transponder (ie. 23k, NEAVA4, etc.)
1e. Type of Band (C,Ku,C/Ku,Ku/C,X)	Band of beam provided
1f. Xpdr Total Bandwidth [MHz]	Total BW on proposed transponder
1g. UL Beam Polarization (V,H,L,R)	Uplink polarization
1h. DL Beam Polarization (V,H,L,R)	Downlink polarization
1i. Xpdr SFD (@ 0 dbi/K G/T) [dBW/m2]	Current or proposed SFD setting of transponder
Block 2, Carrier Parameters	
2a. Data Rate (including "Overhead") [kbps]	Total Data rate of proposed carrier
2b. Modulation Scheme (1-BPSK,2-QPSK,3-8PSK ... others)	Modulation used for proposed carrier
2c. Coding Type (Conv., Conv+RS, TPC, LDPC)	Type of encoding utilized
2d. Inner Code Rate (FEC Rate/Code Rate)	Inner code rate used for carrier
2e. Outer Code Rate (e.g. Reed/Solomon)	Outer code rate used for carrier
2f. Rolloff Factor/Spacing Factor	Rolloff factor of carrier
2g. Required Eb/No Threshold [dB]	Eb/No threshold required to maintain link closure
2h. Bit Error Rate (BER)	Target BER
Block 3, Transmitting Terminal	
3a. Location Name	Geographic location of terminal (ie. Qatar; Erbil, Iraq; Kabal, Afghanistan, etc)
3b. Terminal Id (Name/Number)	Terminal name or identifier (ie. WA-TFT, Swan, DKET, etc)
3c. Uplink Frequency [GHz]	Tx uplink frequency of carrier
3d. Latitude (plus for North) [deg]	Latitude of terminal
3e. Longitude (plus for East) [deg]	Longitude of terminal
3f. Elevation Angle [deg]	Look angle of terminal
3g. Tx Dish Size [m]	Antenna size of terminal in meters
3h. Uplink Tx EIRP@ Tx [dBW]	Uplink EIRP value of terminal
3i. Satellite Footprint G/T @ Tx [dB/K]	Satellite G/T value for terminal location
Block 4, Receiving Terminal	
4a. Location Name	Geographic location of terminal (ie. Qatar; Erbil, Iraq; Kabal, Afghanistan, etc)
4b. Terminal Id (Name/Number)	Terminal name or identifier (ie. WA-TFT, Swan, DKET, etc)
4c. Downlink Frequency [GHz]	Rx downlink frequency of carrier
4d. Latitude (plus for North) [deg]	Latitude of terminal
4e. Longitude (plus for East) [deg]	Longitude of terminal
4f. Elevation Angle [deg]	Look angle of terminal
4g. Rx Dish Size [m]	Antenna size of terminal in meters
4h. G/T of Rx [dB/K]	Downlink G/T value of terminal



ATTACHMENT J-17 Sample Task Order Link Budget Template

4i. Satellite Footprint EIRP @ Rx [dBW]	Satellite EIRP value for terminal location
Block 5, Uplink and Intermod	
5a. Carrier Output Backoff at Tx Earth Station [dB]	Difference between EIRP maximum and transmit power
5b. Up Link Free Space Loss [dB]	Loss in signal strength of the uplink signal path through free space
5c. C/No Uplink Total [dBHz]	Sum of all uplink losses, gains, and Boltzmann's constant
5d. C/IMo Intermod [dBHz]	Ratio of average received modulated carrier power and combination of all interferences
Block 6, Downlink	
6a. Carrier Output Backoff at Transmitting Transponder [dB]	Difference between satellite EIRP and the individual carrier power
6b. Down Link Free Space Loss [dB]	Loss in signal strength of the downlink signal path through free space
6c. C/No Downlink Total [dBHz]	Sum of all downlink losses, gains, and Boltzmann's constant
6d. C/Io Interference [dBHz]	Ratio of average received modulated carrier power and combination of all interferences
Block 7, Total (Uplink + Downlink + Intermod + Other Interference)	
7a. C/No Overall [dBHz]	Overall (uplink and downlink) ratio of carrier power over noise and all interferences.
7b. System Link Margin (including Rain Model) [dB]	Difference between Required Eb/No and target Eb/No including margins to overcome rain fade and interference
7c. Total Link Availability (end-to-end) [%]	Calculated availability based on ITU Rain Fade Models and interference
7d. Required Thresh. Eb/No + Sys. Link Margin [dB]	Target Eb/No including margins to overcome rain fade and interference
Block 8	
8a. Required Bandwidth [%]	Required percentage of transponder bandwidth to support proposed carrier
8b. Required Bandwidth [MHz]	Required bandwidth in Mhz to support proposed carrier
Block 9, Transponder Power Bandwidth Utilization	
9a. Required Power Equivalent BW (PEB) [%]	Required percentage of transponder PEB to support proposed carrier power
9b. Required Power Equivalent BW (PEB) [MHz]	Required PEB in Mhz to support proposed carrier power

LINK NAME	Sample Task Order #		DATE
Satellite & Carrier Characteristics			
1. Satellite Characteristics		2. Carrier Parameters	
1a. Satellite Name		2a. Data Rate (including "Overhead") [kbps]	
1b. Satellite Longitude (West/East) [deg]		2b. Modulation Scheme (BPSK, QPSK, 8PSK ... others)	
1c. Uplink/Downlink Beam		2c. Coding Type (Conv., Conv+RS, TPC, LDPC)	
1d. Transponder Id		2d. Inner Code Rate (FEC Rate/Code Rate)	
1e. Type of Band (C,Ku,C/Ku,Ku/C,X)		2e. Outer Code Rate (e.g. Reed/Solomon)	
1f. Xpdr Total Bandwidth [MHz]		2f. Rolloff Factor/Spacing Factor	
1g. UL Beam Polarization (V,H,L,R)		2g. Required Eb/No Threshold [dB]	
1h. DL Beam Polarization (V,H,L,R)		2h. Bit Error Rate (BER)	
1i. Xpdr SFD (@ 0 dbi/K G/T) [dBW/m2]			
Terminal Characteristics			
3. Transmitting Terminal Tx		4. Receiving Terminal Rx	
3a. Location Name		4a. Location Name	
3b. Terminal Id (Name/Number)		4b. Terminal Id (Name/Number)	
3c. Uplink Frequency [GHz]		4c. Downlink Frequency [GHz]	
3d. Latitude (plus for North) [deg]		4d. Latitude (plus for North) [deg]	
3e. Longitude (West/East) [deg]		4e. Longitude (West/East) [deg]	
3f. Elevation Angle [deg]		4f. Elevation Angle [deg]	
3g. Tx Dish Size [m]		4g. Rx Dish Size [m]	
3h. Uplink Tx EIRP@ Tx [dBW]		4h. G/T of Rx [dB/K]	
3i. Satellite Footprint G/T @ Tx [dB/K]		4i. Satellite Footprint EIRP @ Rx [dBW]	
Link Budgets (including Rain statistics)			
5. Uplink & Intermod		6. Downlink & Intermod	
5.a. Carrier Output Backoff at Tx Earth Station [db]		6a. Carrier Output Backoff at Transmitting Transponder [dB]	
5b. Up Link Free Space Loss [dB]		6b. Down Link Free Space Loss [dB]	
5c. C/No Uplink Total [dBHz]		6c. C/No Downlink Total [dBHz]	
5d. C/(IMo Intermod + Io + X-Po) Uplink [dBHz]		6d. C/(IMo Intermod + Io + X-Po) Downlink [dBHz]	
7. Total (Uplink + Downlink + Intermod + Other Interference)			
7a. C/No Overall [dBHz]		7c.Total Link Availability (end-to-end) [%]	
7b. System Link Margin (including Rain Model) [dB]		7d. Required Thresh. Eb/No + Sys. Link Margin [dB]	
8. Transponder Bandwidth Utilization		9. Transponder Power Bandwidth Utilization	
8a. Required Bandwidth [%]		9a. Required Power Equivalent BW (PEB) [%]	
8b. Required Bandwidth [MHz]		9b. Required Power Equivalent BW (PEB) [MHz]	

Site A to Site B		STO # 1		29-Oct-15	
Satellite & Carrier Characteristics					
1. Satellite Characteristics		2. Carrier Parameters			
1a. Satellite Name	E 70A	2a. Data Rate (including "Overhead") [kbps]	8192		
1b. Satellite Longitude (West/East) [deg]	116 E	2b. Modulation Scheme (BPSK, QPSK, 8PSK ... others)	QPSK		
1c. Uplink/Downlink Beam	Fixed	2c. Coding Type (Conv., Conv+RS, TPC, LDPC)	Conv+RS		
1d. Transponder Id	D1	2d. Inner Code Rate (FEC Rate/Code Rate)	0.875		
1e. Type of Band (C,Ku,C/Ku,Ku/C,X)	Ku	2e. Outer Code Rate (e.g. Reed/Solomon)	(219/201)		
1f. Xpdr Total Bandwidth [MHz]	72.00	2f. Rolloff Factor/Spacing Factor	1.35		
1i. UL Beam Polarization (V,H,L,R)	Y	2g. Required Eb/No Threshold [dB]	6.9		
1j. DL Beam Polarization (V,H,L,R)	X	2h. Bit Error Rate (BER)	1.0E-07		
1k. Xpdr SFD (@ 0 dBi/K G/T) [dBW/m2]	-78.00				
Terminal Characteristics					
3. Transmitting Terminal Tx		4. Receiving Terminal Rx			
3a. Location Name	Site A	4a. Location Name	Site B		
3b. Terminal Id (Name/Number)	OKET 13	4b. Terminal Id (Name/Number)	OKET 48		
3c. Uplink Frequency [GHz]	13.79167	4c. Downlink Frequency [GHz]	11.49167		
3d. Latitude (plus for North) [deg]	Numbers	4d. Latitude (plus for North) [deg]	Numbers		
3e. Longitude (West/East) [deg]	Numbers	4e. Longitude (West/East) [deg]	Numbers		
3f. Elevation Angle [deg]	53.63	4f. Elevation Angle [deg]	62.54		
3g. Tx Dish Size [m]	4.80	4g. Rx Dish Size [m]	3.80		
3h. Uplink Tx EIRP @ Tx [dBW]	62.34	4h. G/T of Rx [dB/K]	30.60		
3i. Satellite Footprint G/T @ Tx [dB/K]	3.50	4i. Satellite Footprint EIRP @ Rx [dBW]	40.50		
Link Budget with Included Rain Model					
5. Uplink		6. Downlink			
5a. Carrier Output Backoff at Tx Earth Station [db]	18.58	6a. Carrier Output Backoff at Transmitting Transponder [dB]	13.88		
5b. Up Link Free Space Loss [dB]	206.56	6b. Down Link Free Space Loss [dB]	204.87		
5c. C/No Uplink Total [dBHz]	87.77	6c. C/No Downlink Total [dBHz]	80.94		
5d. C/(IMo+Io) Intermod + Interference [dBHz]	93.77	6d. C/(IMo+Io) Intermod + Interference [dBHz]	86.94		
7. Total (Uplink + Downlink + Intermod + Other Interference)					
7a. C/(No+IMo+Io) Overall [dBHz]	79.15	7c.Total Link Availability (end-to-end) [%]	99.929%		
7b. System Link Margin (including Rain Model)[dB]	3.12	7d. Required Threshold Eb/No + System Link Margin [dB]	10.02		
8. Transponder Bandwidth Utilization		9. Transponder Power Bandwidth Utilization			
8a. Required Bandwidth [%]	9.58%	9a. Required Power Equivalent BW (PEB) [%]	9.58%		
8b. Required Bandwidth [MHz]	6.900	9b. Required Power Equivalent BW (PEB) [MHz]	6.900		

Site B to Site A		STO # 1		29-Oct-15	
Satellite & Carrier Characteristics					
1. Satellite Characteristics		2. Carrier Parameters			
1a. Satellite Name	E 70A	2a. Data Rate (including "Overhead") [kbps]	8192		
1b. Satellite Longitude (West/East) [deg]	116 E	2b. Modulation Scheme (BPSK, QPSK, 8PSK ... others)	QPSK		
1c. Uplink/Downlink Beam	Fixed	2c. Coding Type (Conv., Conv+RS, TPC, LDPC)	Conv+RS		
1d. Transponder Id	D1	2d. Inner Code Rate (FEC Rate/Code Rate)	0.875		
1e. Type of Band (C,Ku,C/Ku,Ku/C,X)	Ku	2e. Outer Code Rate (e.g. Reed/Solomon)	(219/201)		
1f. Xpdr Total Bandwidth [MHz]	72.00	2f. Rolloff Factor/Spacing Factor	1.35		
1i. UL Beam Polarization (V,H,L,R)	Y	2g. Required Eb/No Threshold [dB]	6.9		
1j. DL Beam Polarization (V,H,L,R)	X	2h. Bit Error Rate (BER)	1.0E-07		
1k. Xpdr SFD (@ 0 dBi/K G/T) [dBW/m2]	-78.00				
Terminal Characteristics					
3. Transmitting Terminal Tx		4. Receiving Terminal Rx			
3a. Location Name	Site B	4a. Location Name	Site A		
3b. Terminal Id (Name/Number)	OKET 48	4b. Terminal Id (Name/Number)	OKET 13		
3c. Uplink Frequency [GHz]	13.79167	4c. Downlink Frequency [GHz]	11.49167		
3d. Latitude (plus for North) [deg]	Numbers	4d. Latitude (plus for North) [deg]	Numbers		
3e. Longitude (West/East) [deg]	Numbers	4e. Longitude (West/East) [deg]	Numbers		
3f. Elevation Angle [deg]	62.54	4f. Elevation Angle [deg]	53.63		
3g. Tx Dish Size [m]	3.80	4g. Rx Dish Size [m]	4.80		
3h. Uplink Tx EIRP @ Tx [dBW]	63.00	4h. G/T of Rx [dB/K]	31.80		
3i. Satellite Footprint G/T @ Tx [dB/K]	-4.00	4i. Satellite Footprint EIRP @ Rx [dBW]	47.60		
Link Budget with Included Rain Model					
5. Uplink		6. Downlink			
5a. Carrier Output Backoff at Tx Earth Station [db]	25.31	6a. Carrier Output Backoff at Transmitting Transponder [dB]	20.61		
5b. Up Link Free Space Loss [dB]	206.46	6b. Down Link Free Space Loss [dB]	204.98		
5c. C/No Uplink Total [dBHz]	81.04	6c. C/No Downlink Total [dBHz]	82.41		
5d. C/(IMo+Io) Intermod + Interference [dBHz]	87.04	6d. C/(IMo+Io) Intermod + Interference [dBHz]	88.41		
7. Total (Uplink + Downlink + Intermod + Other Interference)					
7a. C/(No+IMo+Io) Overall [dBHz]	77.69	7c.Total Link Availability (end-to-end) [%]	99.879%		
7b. System Link Margin (including Rain Model)[dB]	1.65	7d. Required Threshold Eb/No + System Link Margin [dB]	8.55		
8. Transponder Bandwidth Utilization		9. Transponder Power Bandwidth Utilization			
8a. Required Bandwidth [%]	9.58%	9a. Required Power Equivalent BW (PEB) [%]	2.03%		
8b. Required Bandwidth [MHz]	6.900	9b. Required Power Equivalent BW (PEB) [MHz]	1.465		

TDMA to worst case scenario		STO # 2		29-Oct-15	
Satellite & Carrier Characteristics					
1. Satellite Characteristics		2. Carrier Parameters			
1a. Satellite Name	E 70A	2a. Data Rate (including "Overhead") [kbps]	2000		
1b. Satellite Longitude (West/East) [deg]	116 E	2b. Modulation Scheme (BPSK, QPSK, 8PSK ... others)	QPSK		
1c. Uplink/Downlink Beam	Fixed	2c. Coding Type (Conv., Conv+RS, TPC, LDPC)	LDPC		
1d. Transponder Id	D1	2d. Inner Code Rate (FEC Rate/Code Rate)	0.500		
1e. Type of Band (C,Ku,C/Ku,Ku/C,X)	Ku	2e. Outer Code Rate (e.g. Reed/Solomon)	1.00		
1f. Xpdr Total Bandwidth [MHz]	72.00	2f. Rolloff Factor/Spacing Factor	1.35		
1i. UL Beam Polarization (V,H,L,R)	Y	2g. Required Eb/No Threshold [dB]	1.7		
1j. DL Beam Polarization (V,H,L,R)	X	2h. Bit Error Rate (BER)	1.0E-07		
1k. Xpdr SFD (@ 0 dBi/K G/T) [dBW/m²]	-78.00				
Terminal Characteristics					
3. Transmitting Terminal Tx		4. Receiving Terminal Rx			
3a. Location Name	HUB	4a. Location Name	Spoke		
3b. Terminal Id (Name/Number)	OKET 88	4b. Terminal Id (Name/Number)	OKET 99		
3c. Uplink Frequency [GHz]	13.79167	4c. Downlink Frequency [GHz]	11.49167		
3d. Latitude (plus for North) [deg]	Numbers	4d. Latitude (plus for North) [deg]	Numbers		
3e. Longitude (West/East) [deg]	Numbers	4e. Longitude (West/East) [deg]	Numbers		
3f. Elevation Angle [deg]	53.64	4f. Elevation Angle [deg]	53.64		
3g. Tx Dish Size [m]	4.90	4g. Rx Dish Size [m]	1.50		
3h. Uplink Tx EIRP @ Tx [dBW]	58.26	4h. G/T of Rx [dB/K]	23.00		
3i. Satellite Footprint G/T @ Tx [dB/K]	3.50	4i. Satellite Footprint EIRP @ Rx [dBW]	47.60		
Link Budget with Included Rain Model					
5. Uplink		6. Downlink			
5a. Carrier Output Backoff at Tx Earth Station [db]	22.66	6a. Carrier Output Backoff at Transmitting Transponder [dB]	17.96		
5b. Up Link Free Space Loss [dB]	206.56	6b. Down Link Free Space Loss [dB]	204.98		
5c. C/N ₀ Uplink Total [dBHz]	83.70	6c. C/N ₀ Downlink Total [dBHz]	76.26		
5d. C/(I _{M0} +I ₀) Intermod + Interference [dBHz]	89.70	6d. C/(I _{M0} +I ₀) Intermod + Interference [dBHz]	82.26		
7. Total (Uplink + Downlink + Intermod + Other Interference)					
7a. C/(N ₀ +I _{M0} +I ₀) Overall [dBHz]	74.57	7c.Total Link Availability (end-to-end) [%]	99.990%		
7b. System Link Margin (including Rain Model)[dB]	9.86	7d. Required Threshold Eb/No + System Link Margin [dB]	11.56		
8. Transponder Bandwidth Utilization		9. Transponder Power Bandwidth Utilization			
8a. Required Bandwidth [%]	3.75%	9a. Required Power Equivalent BW (PEB) [%]	3.75%		
8b. Required Bandwidth [MHz]	2.700	9b. Required Power Equivalent BW (PEB) [MHz]	2.700		